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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:)	Docket No. V-W- '02-C-698
)	
THIRD SITE)	ADMINISTRATIVE ORDER BY
)	CONSENT PURSUANT TO
Zionsville, Indiana)	SECTIONS 106 AND 122
)	OF THE COMPREHENSIVE
)	ENVIRONMENTAL RESPONSE,
Respondent(s):)	COMPENSATION, AND
)	LIABILITY ACT OF 1980,
See Attachment A)	as amended, 42 U.S.C.
)	§9606(a)
)	

I. JURISDICTION AND GENERAL PROVISIONS

This Administrative Order by Consent ("this Order") is entered voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondents listed in Attachment A. This Order is issued pursuant to the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§9604, 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C, 14-14-D and 14-14-E, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C, 14-14-D and 14-14-E.

This Order requires, among other things, certain Respondents to perform response actions to address the environmental concerns in connection with property located approximately 5 miles north of Zionsville, Indiana, north of Finley Creek between Unnamed Ditch and an area approximately 75 feet west of U.S. Route 421. The area of contamination is known as the "Third Site" (or the "Site") and is generally depicted in Attachment B.

A copy of this Order will be provided to the State of Indiana, which has been notified of the issuance of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a). In accordance with

Section 122(j) of CERCLA, 42 U.S.C. §9622(j)(1), U.S. EPA has notified the federal and state natural resource trustees of negotiations concerning this site.

Respondents agree to comply with and be bound by the terms of this Order and agree that they will not contest the basis or validity of this Order or its terms in any proceeding to enforce this Order. Respondents' agreement to comply with and be bound by the terms of this Order and not to contest the basis or validity of this Order or its terms shall not constitute any admission of liability by any (or all) of the Respondents nor any admission by Respondents of the basis or validity of U.S. EPA's findings, conclusions or determinations contained in this Order.

II. PARTIES BOUND

This Order applies to and is binding upon U.S. EPA, and upon Respondents and Respondents' heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Non-Premium Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Order, and comply with this Order. Non-Premium Respondents shall be responsible for any noncompliance with this Order, except for those provisions of this Order applicable only to Premium Respondents.

III. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds:

1. Third Site is an approximately 2 acre parcel of land situated in a mixed commercial area near Zionsville, Indiana. The nearest residence to the Site is located approximately 220 feet to the north. U.S. Route 421 is located approximately 150 feet to the west of the area referred to as the dense non-aqueous phase liquids ("DNAPL") portion of the Site, and the Enviro-Chem Superfund Site is located approximately 150 feet to the north of the Site. The Northside Sanitary Landfill Superfund Site is located approximately 350 feet to the east and northeast of the Site. Patricia Bankert, Boone Properties, C. Harvey Bradley Jr., Gary & Jennifer Flora, David & Dorothy

Strahl, and the Estate of Jonathan Bankert are the present owners of the Site. The Site includes a portion of a man-made recreational pond (also known as "Bankert's Pond") immediately adjacent to the DNAPL portion of the Site. The pond has been and may be used by a nearby residence for fishing and swimming. Data taken in the mid-1980s and early 1990s indicate an area of high concentrations of volatile organic compounds ("VOCs") and semi-volatile organic compounds ("SVOCs") in soil located between the Bankert's Pond and the then creek bed of Finley Creek. As noted below, during 1996 the creek bed was realigned so that the creek is now situated approximately forty feet further to the south and west of the area where high concentrations of VOCs and SVOCs were detected. Prior to 1996, Finley Creek flowed in a westerly direction past the area where high levels of VOCs and SVOCs were detected, and into Eagle Creek approximately one-half mile from the Site. Currently, it flows in the same direction into Eagle Creek, but it does not flow past the area where high levels of VOCs and SVOCs were detected. Eagle Creek flows south from its confluence with Finley Creek for approximately 10 miles before emptying into Eagle Creek Reservoir. This reservoir supplies approximately six percent of the drinking water for the City of Indianapolis.

2. Historical aerial photographs of the Site area dated from 1950 to 1986 indicate the area was used for tank and drum storage and truck parking in the mid-to-late 1970s. Testimony from former Enviro-Chem employees and waste haulers indicate that waste handling and disposal at Third Site was a result of operations at the Enviro-Chem Site. Hazardous substances disposed of at Third Site appear to be generally of the same type as the hazardous substances disposed of at the Enviro-Chem Site.
3. In 1987 and 1992, a consultant for a group of the Potentially Responsible Parties ("PRPs") for the Enviro-Chem Superfund Site collected soil, groundwater, seepage soil and seepage water samples from the Third Site that indicate that VOCs and SVOCs are present in the soil in this area. In 1988 a consultant to U.S. EPA collected additional soil, groundwater and surface water samples from the Site and surrounding property. Soil sample results showed elevated levels of VOCs and SVOCs such as tetrachloroethene (548,000 ppb), 1,1,1-trichloroethane (913,000 ppb), trichloroethene (3,310,000 ppb), xylene (1,020,000 ppb) and 1,2-dichlorobenzene (1,280,000 ppb). Surface water sample results obtained in the mid-1980s (prior to the realignment of Finley Creek) showed elevated levels of VOCs in Finley Creek adjacent to, and

immediately downstream of the Site. At that time, total VOC levels in excess of 50 ppb were detected in Finley Creek water samples taken adjacent to and immediately downstream of the area where high concentrations of VOCs and SVOCs had been detected. Samples collected in 1985 and 1986 from surface seeps discharging from the Site into the then channel of Finley Creek showed elevated levels of VOCs such as cis-1,2-dichloroethene (120,000 ppb) and 1,1,1-trichloroethane (23,000 ppb). Shallow groundwater in saturated sand lenses present in the native till in the vicinity of the Site contained elevated concentrations of VOCs and SVOCs such as 1,2 dichloroethene (35,000 ppb), 1,1 dichloroethene (21,000 ppb) and trichloroethene (11,000 ppb); and trichloroethane (23,000 ppb) and may flow in the direction of Finley Creek.

4. In 1996, U.S. EPA issued a Unilateral Order pursuant to CERCLA Section 106(a), 42 U.S.C. §9606(a), to a group of PRPs at this Site to implement through a contractor a realignment of Finley Creek (the "Creek Realignment Project"). The Creek Realignment Project was conducted as a time critical removal action. The purpose of the Creek Realignment Project was to move the channel of Finley Creek in a southwesterly direction away from the area where high concentrations of organics had been historically detected. The project included the excavation of a new channel across the base of an "ox bow" in the then existing channel of Finley Creek, the diversion of Finley Creek into a new channel, the installation of erosion controls, and the seeding of the old channel and the banks of the new channel of Finley Creek. A completion report was filed with U.S. EPA in September 1996. Subject to periodic maintenance inspections, U.S. EPA approved the Report. The periodic maintenance inspections have been conducted, and the Creek Realignment Project has functioned as intended.
5. On October 22, 1999, U.S. EPA entered an Administrative Order on Consent ("1999 AOC") pursuant to CERCLA Sections 106 and 122, 42 U.S.C. §§ 9606 and 9622, with a group of PRPs at this Site. Under the 1999 AOC, a number of PRPs obtained a de minimis settlement, and the remaining settling PRPs agreed to conduct an Engineering Evaluation/Cost Analysis (EE/CA) to assess the nature and extent of contamination at the Site and evaluate possible removal actions to address that contamination.
6. On October 24, 2000, U.S. EPA approved the EE/CA for Third Site as submitted pursuant to the 1999 AOC on October 10, 2000. Environmental samples collected to support the EE/CA were taken in 1999 and 2000 to determine the nature and the

extent of VOC contamination at the site so cleanup alternatives could be evaluated, and a removal action could be selected. The investigation included soil, ground-water, surface-water and sediment samples. A streamlined risk assessment, which is a focused evaluation of the risk posed to human health and/or environment by the presence of specific pollutants, was conducted as part of the EE/CA. Six VOCs were identified as the contaminants of concern based on historic and recent sampling at the site. The following compounds were found in site soil and ground water: tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2 dichloroethene (cis-1,2 DCE), vinyl chloride, Trans-1,2 dichloroethene (Trans-1,2 DCE), and 1,1-Dichloroethene. Based on the levels of contamination in shallow ground water at Third Site, there is a risk of developing a form of cancer and/or other non-cancer diseases from repeated drinking and repeated skin contact with the shallow ground water. Although shallow ground water has not historically been used in the area for these purposes, no institutional controls exist that would restrict such use in the future. The DNAPL portion of the Site, which contains pooled dense non-aqueous phase liquids in an area extending over an estimated 4500 square feet and to an estimated depth of up to 41 feet, is the principal source of contamination to the shallow ground water. Also, while the levels of soil contamination found between the DNAPL area and Route 421 are not likely to pose a significant risk to human health, they are a continuous supplemental source of some contamination to shallow ground water and therefore also a source of risk from the ground water.

7. On November 13, 2000, U.S. EPA identified its preferred removal actions for the Site, and solicited public comment on the preferred actions and on the EE/CA Report. On May 11, 2001, U.S. EPA issued an Action Memorandum ("Action Memorandum") selecting the necessary removal actions to be performed at the Site. The Action Memorandum is appended as Attachment D to this Order.
8. The Respondents named in this Order arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, that such arrangements were made with the owners and operators of the Enviro-Chem facility, and that some of those substances and/or the waste products from the operation of the Enviro-Chem site, came to be located at the Site. The Respondents are identified in Attachment A, which also identifies a category of "Premium Respondents" who will be offered a de minimis settlement in this Order.

Included among the Premium Respondents are "Federal Premium Respondents," who shall be subject to the same terms as all other Premium Respondents except as specified herein.

9. None of the Premium Respondents contributed more than 110,000 gallons of materials containing hazardous substances to the Enviro-Chem facility which may have come thereafter to be located at the Site. The hazardous substances contributed by each Premium Respondent are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.
10. For purposes of the settlement with Premium Respondents set forth below, and based on the data available to date, U.S. EPA presently estimates that the total response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and private parties is estimated conservatively at \$8,000,000. The payment to be required by each Premium Respondent pursuant to this Order is a minor portion of this presently estimated total amount. U.S. EPA has identified persons other than the Premium Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of hazardous substances owned or possessed by such persons to the Enviro-Chem facility, or who accepted hazardous substances for transport to the Site, which came to be located at the Site. U.S. EPA has considered the nature of the case against these parties in evaluating the settlement embodied in this Order.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record in this matter, U.S. EPA has determined that:

1. The Third Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. §9601(9).
2. The substances described in Section III, paragraph 3 are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).
4. Patricia Bankert, Boone Properties, C. Harvey Bradley Jr., Gary & Jennifer Flora, David & Dorothy Strahl, and the Estate of Jonathan Bankert are the present "owners" of the Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. §9601(20). The Respondents

listed in Attachment A to this Order are persons who arranged for disposal or transport for disposal of hazardous substances that came to be located at the Site. Respondents are therefore liable persons under Section 107(a) of CERCLA, 42 U.S.C. §9607(a).

5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

6. The actual or threatened "release" caused the incurrence of response costs.

7. Prompt settlement with each Premium Respondent listed in Attachment A is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).

8. As to each Premium Respondent, this Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).

9. The amount of hazardous substances contributed to the site by each Premium Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Premium Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. §9622(g)(1)(A).

10. The conditions present at the Site may constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR Part 300. These factors include, but are not limited to, the following:

- a. actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants;
- b. actual or potential contamination of drinking water supplies or sensitive ecosystems; and
- c. high levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate.

11. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning

of Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

12. The actions required of Non-Premium Respondents by this Order, when properly performed, are consistent with the NCP, 40 CFR Part 300, as amended, and with CERCLA, and are reasonable and necessary to protect the public health, welfare, and the environment.

V. ORDER

It is hereby ordered and agreed that Non-Premium Respondents shall jointly and severally comply with the following provisions, including but not limited to the attachments to this Order, and all documents expressly incorporated by reference into this Order, and perform the actions described below.

1. Designation of Contractor, Project Coordinator, On-Scene Coordinator or Remedial Project Manager

Non-Premium Respondents shall perform the actions required by this Order themselves or retain a contractor to undertake and complete the requirements of this Order. Non-Premium Respondents shall demonstrate that anyone performing work under this order has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by U.S. EPA. Non-Premium Respondents shall notify U.S. EPA of Non-Premium Respondents' qualifications or the name and qualifications of such contractor, whichever is applicable, within 10 business days of the effective date of this Order. Non-Premium Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 business days prior to commencement of such work. U.S. EPA retains the right to disapprove of the contractors and/or subcontractors retained by the Non-Premium Respondents. If U.S. EPA so disapproves of a selected contractor, Non-Premium Respondents shall retain a different contractor within 15 business days following U.S. EPA's disapproval, and shall notify U.S. EPA of that contractor's name and qualifications within 15 business days of U.S. EPA's disapproval.

Within 10 business days after the effective date of this Order, the Non-Premium Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Non-Premium

Respondents' actions required by this Order. Non-Premium Respondents shall submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Non-Premium Respondents. If U.S. EPA disapproves of a selected Project Coordinator, Non-Premium Respondents shall retain a different Project Coordinator within 10 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 10 business days of U.S. EPA's disapproval. Receipt by Non-Premium Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Non-Premium Respondents.

The U.S. EPA has designated Matthew J. Ohl of the Remedial Response Branch, Region 5, as its Remedial Project Manager ("RPM"). Respondents shall direct all submissions required by this Order to the RPM at 77 West Jackson Boulevard, (SR-6J), Chicago, Illinois 60604-3590, by certified or express mail. Respondents shall also send a copy of all submissions to Thomas Krueger, Assistant Regional Counsel, 77 West Jackson (C-14), Chicago, Illinois, 60604-3590. Respondents shall send additional copies to other individuals identified by the RPM or Assistant Regional Counsel. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies.

U.S. EPA and Non-Premium Respondents shall have the right, subject to the immediately preceding paragraph, to change their designated RPM or Project Coordinator. U.S. EPA shall notify the Non-Premium Respondents, and Non-Premium Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice within two business days of oral notification.

2. Work to Be Performed

Non-Premium Respondents shall perform the actions required by this Order, including the response actions selected in U.S. EPA's Action Memorandum, in accordance with the Work Plan and other documents to be developed under this Order. The actions consist of the following:

- (a) With respect to the DNAPL area - (1) containing the DNAPL area using a sealed sheet pile wall; (2) extracting and treating contaminated groundwater from within the contained area; (3) injecting hydrogen peroxide (or other reagents approved by U.S. EPA) into the contained area to break down remaining DNAPL in the soil and ground water in the contained area; (4) placing a RCRA Subtitle C compliant cover over the area over the contained area and

constructing a reactive medium gate at the top pf a portion of the contained area to treat any overflow from the contained area; (b). With respect to soil - (1) using Soil Vapor Extraction (SVE) to remove VOCs from unsaturated soils that exceed IDEM's non-default site-specific standards for soil leaching to residential groundwater; and (2) treating the air from the SVE system and treating any water removed from the soil during the process; (c) With respect to groundwater outside the contained area - (1) extracting contaminated groundwater in the two plumes described in the Action Memorandum, which will then be treated at the wastewater treatment facility already in use at the Enviro-Chem Site. This pumping and treatment process will be conducted to achieve the default groundwater residential criteria set forth in Table 1 to the Action Memorandum or 90% reduction in total VOCs in each target area monitoring well set forth in the Action Memorandum. Following the attainment of either the 90% reduction in total VOCs or the default groundwater residential criteria set forth in Table 1 to the Action Memorandum, remaining levels of ground water contamination will naturally attenuate until they reach EPA's Maximum Concentration Levels (MCLs) and the IDEM default residential groundwater criteria, measured as set forth in Table 1 to the Action Memorandum. Routine sampling of ground water outside the contained area will be will be done to assure that the plumes are adequately defined, that levels of contaminants of concern continue to decrease, and that no unacceptable risks associated with the plumes are present during the time natural attenuation is monitored and verified. This routine sampling will include sampling of at least four wells in each plume. Institutional controls, such as deed restrictions, will be placed on the properties to protect the integrity of the RCRA Subtitle C compliant cover, and to prevent the use of affected surface water and shallow ground water in this area until the IDEM default residential groundwater criteria and MCLs, set forth in Table 1 to the Action Memorandum are achieved and maintained. The approved Work Plan is to be incorporated into and made an enforceable part of this Order. The work plan and response actions shall be consistent with relevant provisions of U.S. EPA guidance including, at a minimum, "Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA", EPA/540-R-93-057, Publication 9360.32, PB 93-963402, dated August 1993, "Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water," EPA/600/R-98/128, dated September 1998, and "Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action, and Underground Storage Tank Sites," OSWER Directive 9200.4-17P, dated April 21, 1999.

2.1 Work Plan

Within 21 calendar days after the effective date of this Order, the Non-Premium Respondents shall submit to U.S. EPA for approval a

draft of a Work Plan that provides for, at a minimum, the performance of the work required by this Order and the response actions selected in U.S. EPA's Action Memorandum. The Work Plan shall include a field sampling plan (FSP) and a quality assurance project plan (QAPP), as described in U.S. EPA guidance and shall comply with such guidance, including, without limitation, "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001). The draft Work Plan shall provide for a description of, and an expeditious schedule for, the actions required by this Order. Within 45 calendar days after U.S. EPA approves the Work Plan, the Non-Premium Respondents shall submit to U.S. EPA for review and approval a draft design document which details the construction of the selected removal components. The design document shall be sufficient in detail to allow for solicitation of bids from construction contractors.

U.S. EPA may approve, disapprove, require revisions to or modify the draft Work Plan and the draft design document. However, U.S. EPA shall not modify a submission without first providing Non-Premium Respondents at least one notice of deficiency and an opportunity to cure within 10 business days, except where to do so would cause serious disruption to the response actions required by this Order or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

If U.S. EPA requires revisions, Non-Premium Respondents shall submit a revised Work Plan or draft design document incorporating and addressing all of U.S. EPA's required revisions within 15 business days of receipt of U.S. EPA's required revisions on the draft Work Plan.

In the event of U.S. EPA disapproval of the revised Work Plan or revised design document, Non-Premium Respondents may be deemed in violation of this Order; however, approval shall not be unreasonably withheld by U.S. EPA. In such event, U.S. EPA retains the right to terminate this Order, conduct a response action, and pursue reimbursement for costs incurred in conducting the response action from the Non-Premium Respondents.

Non-Premium Respondents shall implement the Work Plan and design document as finally approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, the Work Plan, the design document, the schedule, and any subsequent modifications shall be fully enforceable under this Order.

Respondents shall notify U.S. EPA at least 48 hours prior to commencement of any on-Site activities pursuant to the approved Work Plan. Respondents shall not commence or undertake any removal actions at the Site without prior U.S. EPA approval.

2.2 Health and Safety Plan

Within 21 calendar days after the effective date of this Order, the Non-Premium Respondents shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plan shall also include contingency planning. Non-Premium Respondents shall incorporate and address all changes to the plan recommended by U.S. EPA, and shall implement the plan during the pendency of the removal action.

2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to the approved sampling plan, any modifications thereof, and U.S. EPA published guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures, including, without limitation, "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001). Non-Premium Respondent(s) will assure that all field personnel used to perform work are properly trained and experienced in the use of field equipment and in chain of custody procedures. Non-Premium Respondents shall only use laboratories which have a documented quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) to meet the quality system requirements.

Upon request by U.S. EPA, Non-Premium Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Non-Premium Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Non-Premium Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical

Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Non-Premium Respondents shall allow U.S. EPA or its authorized representatives to take co-located samples, split and/or duplicate samples of any samples collected by Non-Premium Respondents or their contractors or agents while performing work under this Order and shall provide the sample volume requested by U.S. EPA. Non-Premium Respondents shall notify U.S. EPA not less than 5 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

2.4 Post-Removal Site Control

In accordance with the Work Plan schedule, or as otherwise directed by the OSC, Non-Premium Respondents shall submit a proposal for post-removal site control, consistent with Section 300.415(1) of the NCP, 40 CFR §300.415(1), and OSWER Directive 9360.2-02. Upon U.S. EPA approval, Non-Premium Respondents shall implement such controls and shall provide U.S. EPA with documentation of all post-removal site control arrangements.

2.5 Reporting

Non-Premium Respondents shall submit a monthly written progress report to U.S. EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the effective date of this Order, until termination of this Order, unless otherwise directed in writing by the RPM. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.3 (Access to Property and Information).

2.6 Additional Work

In the event that the U.S. EPA or the Non-Premium Respondents determine that additional work is necessary to accomplish the

objectives of this Order and the response action selected in the Action Memorandum, notification of such additional work shall be provided to the other party in writing. Any additional work which Non-Premium Respondents determine to be necessary shall be subject to U.S. EPA's written approval prior to commencement of the additional work. Non-Premium Respondents shall complete, in accordance with standards, specifications, and schedules U.S. EPA has approved, any additional work Non-Premium Respondents have proposed, and which U.S. EPA has approved in writing or that U.S. EPA has determined to be necessary to accomplish the objectives of this Order and the Action Memorandum consistent with the scope of this Section V. of this Order, and has provided written notice of pursuant to this paragraph.

2.7 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Non-Premium Respondents shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP, 40 CFR §300.165. The final report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

3. Access to Property and Information

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Non-Premium Respondents shall use their best efforts to obtain all necessary access agreements within 30 calendar days after the effective date of this Order or within such greater time otherwise specified in writing by the RPM. If additional access is required as work

proceeds under this Order, Non-Premium Respondents shall similarly use their best efforts to obtain such access in a timely way as directed by the RPM. Non-Premium Respondents shall notify U.S. EPA within such period if using their best efforts short of litigation they are unable to obtain such access agreements. Non-Premium Respondents shall describe in writing their efforts to obtain access. Inability to obtain access may be a force majeure event provided it satisfies the criteria contained in Section IX. U.S. EPA may in its discretion, then assist Non-Premium Respondents in gaining access, to the extent necessary to effectuate the actions described herein, using such means as U.S. EPA deems appropriate. Non-Premium Respondents shall reimburse U.S. EPA for all costs and attorneys fees not inconsistent with the NCP incurred by the United States in obtaining such access.

Non-Premium Respondents shall also provide access to all documents and information created after the effective date of this Order required to be used in or developed for the purpose of carrying out the work provided for under this Order. Further, Non-Premium Respondents shall provide access to all documents and information relied on for the purpose of carrying out the work provided for under this Order, regardless of when such document or information was created. Access to the Site if obtained, shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Indiana representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas to which Non-Premium Respondents have access in order to conduct actions which U.S. EPA determines to be necessary. Actions by such persons shall be consistent with the Health & Safety Plan unless the RPM determines that such conformance is not required. Non-Premium Respondents shall submit to U.S. EPA, upon receipt, the results of all sampling or tests and all other data generated by Non-Premium Respondents or their contractors, or on the Non-Premium Respondents' behalf during implementation of this Order.

4. Record Retention, Documentation, Availability of Information

Non-Premium Respondents shall preserve all documents and information in their possession created after the effective date of this Order either relating to work performed under this Order, or describing the hazardous substances found on or found to be released from the Site, for six years following completion of the actions required by this Order. Non-Premium Respondents shall also preserve all documents and information in their possession relied on for the purposes of carrying out the work provided for under this Order, regardless of when such document or information was created, for six years following the completion of the actions required by this Order. At the end of this six year period and at least 60 days

before any document or information is destroyed, Non-Premium Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Non-Premium Respondents shall provide copies of any such non-privileged documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA.

If Non-Premium Respondents assert a privilege in lieu of providing documents, they shall provide U.S. EPA with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Respondents. However, no document, report or other information required to be created by this Order shall be withheld on the grounds that it is privileged.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility which is in compliance, as determined by U.S. EPA, with the U.S. EPA Revised Off-Site Rule, 40 CFR §300.440, 58 Federal Register 49215 (Sept. 22, 1993).

6. Compliance With Other Laws

Non-Premium Respondents shall perform all activities required pursuant to this Order in accordance with all the requirements of all federal and state laws and regulations. U.S. EPA has determined that the activities contemplated by this Order are consistent with the NCP.

Except as provided in Section 121(e) of CERCLA and the NCP, no permit shall be required for any portion of the activities conducted entirely on-site. The term "on-site" shall have the meaning provided in the NCP. Where any portion of the activities requires a federal or state permit or approval, the Non-Premium Respondents shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Non-Premium Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Non-Premium Respondents shall also immediately notify the RPM or, in the event of his unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Non-Premium Respondents fail to respond, U.S. EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

Non-Premium Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Non-Premium Respondents shall also comply with any other notification requirements, including those in CERCLA Section 103, 42 U.S.C. §9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §11004, and the Indiana Spill Rule's notification and remediation requirements.

VI. AUTHORITY OF THE U.S. EPA REMEDIAL PROJECT MANAGER

The remedial program manager ("RPM") shall be responsible for overseeing the implementation of this Order. The RPM shall have the authority vested in an RPM by the NCP, including the authority to halt, conduct, or direct any activities required by this Order or to direct any other response action undertaken by U.S. EPA or Non-Premium Respondents at the Site. Absence of the RPM from the Site shall not be cause for stoppage of work unless specifically directed by the RPM.

VII. REIMBURSEMENT OF COSTS

A. Upon signing this Order, Non-Premium Respondents shall also sign an Amendment to the Trust Agreement heretofore established pursuant to the Consent Order that became effective on September 22, 1999. The Trust Agreement as amended, at a minimum shall confer upon the Trustee(s) sufficient powers and authority to collect and administer funds from the Premium and Non-Premium Respondents

necessary to finance the response actions required by this Order and to make other payments necessary or appropriate for the implementation of this Order. A copy of the signed Trust Agreement, as amended, shall be submitted to EPA by Non-Premium Respondents within 10 days after the effective date of this Order. All references in this Order to the Trust Fund, the Trustees, or the Trust Agreement shall refer to the Trust Fund Agreement and the Trustees thereunder, as amended pursuant to this Paragraph VII. A.

B. 1. On the same date they execute this Order, each Premium Respondent other than Federal Premium Respondents shall make payment into a De Minimis Escrow Account established by the Trust referred to in Section VII.A. The Payment shall be in the amount provided for each such party in Attachment C to this Order.

U.S. EPA has reviewed and approved the terms of the Trust pertaining to the Escrow Account and determined that they are consistent with the terms of this Order. Any Premium Respondent, other than Federal Premium Respondents, that fails to make the payment required by this Subparagraph on a timely basis shall be in violation of this Order and shall, in addition to the principal amount, pay to the Trust Fund interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. The interest shall begin to accrue beginning on the day after payment was due. Payments of interest made under this Subparagraph shall be in addition to such other remedies, penalties or sanctions available to U.S. EPA by virtue of a Premium Respondent's failure to make timely payments under this Order.

2. As soon as reasonably practicable after the effective date of this Order, the United States on behalf of each Federal Premium Respondent shall make payment into a De Minimis Escrow Account established by the Trust referred to in Section VII.A. The payment shall be in the amount provided for each Federal Premium Respondent in Attachment C to this Order. U.S. EPA has reviewed and approved the terms of the Trust pertaining to the Escrow Account and determined that they are consistent with the terms of this Order. If a Federal Premium Respondent does not make the payment required by this Subparagraph as soon as reasonably practicable, the appropriate U.S. EPA Regional Branch Chief may raise any issues relating to payment to the appropriate Department of Justice Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Order, U.S. EPA and DOJ have agreed to resolve this issue within an additional 30 days. In the event that the payment required by this Subparagraph is not made on the date the Federal Premium Respondent executes this Order, the United States on behalf of each Federal Premium Respondent shall also pay to the Trust Fund interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607.

The interest shall begin to accrue beginning on the day after payment was due by a (non-federal) Premium Respondent pursuant to section VII, paragraph B.1., above. The parties to this Order recognize and acknowledge that the payment obligations of Federal Premium Respondents under this Order can only be paid from appropriated funds legally available for such purpose. Nothing in this Order shall be interpreted or construed as a commitment or requirement that a Federal Premium Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

3. Within 30 days after the effective date of this Order, the monies from the Premium Respondents placed in escrow pursuant to this Order shall cease to be placed in escrow and shall be paid into the Trust Fund referred to in paragraph VII.A above. Those funds shall, under the terms of the Trust Agreement, be immediately available to or for the benefit of the Non-Premium Respondents to assist them with their performance of their obligations under this Order. Moreover, within 30 days after U.S. EPA approves the Work Plan under Section V.2.1 of this Order, funds held in a segregated account pursuant to the 1999 AOC shall be made available to or for the benefit of the Non-Premium Respondents to assist them with their performance of their obligations under this Order. Finally, in the event that the covenant and other provisions of this Order related to Premium Respondents shall not after notice and comment be approved by EPA, then upon receipt of notice thereof, the Trustees shall refund the escrowed monies collected under this Order to the Premium Respondents.

C. On the same date they execute this Order, Non-Premium Respondents shall make an initial payment into the Trust Fund referred to in paragraph VII.A. above, in the amount provided for therein. Any Non-Premium Respondent that fails to make the payment required by this Subparagraph on a timely basis shall be in violation of this Order and shall, in addition to the principal, pay to the Trust Fund interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. The interest shall begin to accrue beginning on the day after payment was due. Payments of interest made under this Paragraph shall be in addition to such other remedies, penalties or sanctions available to U.S. EPA by virtue of a Non-Premium Respondent's failure to make timely payments under this Order. Payments to U.S. EPA required of the Non-Premium Respondents under this Order may be made from the Trust Fund to the extent sufficient funds are available. Pursuant to the terms of the Trust Agreement, if the cost of the response actions or payments required under this Order exceeds the amounts initially paid hereunder, Non-Premium Respondents, upon notification from, and within the time prescribed by, the Trustee(s) (but no later than 60 days after notification),

shall be responsible for and shall pay to the Trust Fund such additional amounts, in the same proportions relative to each other as set forth in Attachment C (or such other proportions to which the Non-Premium Respondents have agreed among themselves). If any Non-Premium Respondent fails to pay any such additional amount, upon notice by the Trustee(s), the other Non-Premium Respondents shall pay that amount in the same proportions relative to each other, as set forth in Attachment C (or such other proportions to which the Non-Premium Respondents have agreed among themselves) within 60 days of notice by the Trustee(s). The failure of any Respondent to pay for its share of the costs of the response actions or payments required by this Order shall not excuse any failure by Non-Premium Respondents to timely complete the requirements of this Order.

D. Non-Premium Respondents shall pay all past response costs and oversight costs of the United States related to the Site that are not inconsistent with the NCP. Within 60 days of the effective date of this Order, Non-Premium Respondents shall pay \$112,799.53, in the manner described below, for reimbursement of past response costs paid by the United States. That payment may be made from funds collected from the Premium Respondents and placed in the Trust Fund referred to in Paragraph VII.B.3 above, to the extent such funds exist. "Past response costs" are all costs, including, but not limited to, direct and indirect costs and interest, that the United States, its employees, agents, contractors, consultants, and other authorized representatives incurred and paid with regard to the Site prior to November 5, 2000.

E. In addition, U.S. EPA will send Non-Premium Respondents a bill for "oversight costs" on an annual basis. That bill shall consist of an Itemized Cost Summary and copies of any contractor progress reports prepared for the relevant period. Such contractor progress reports shall be part of the bill, however, if and only if the Non-Premium Respondents have executed a confidentiality agreement with U.S. EPA in advance of receipt. "Oversight costs" are all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order. "Oversight costs" shall also include all costs, including direct and indirect costs, paid by the United States in connection with the Site between November 6, 2000, and the effective date of this Order.

Non-Premium Respondents shall, within 30 calendar days of receipt of a bill as defined above, (a) remit a cashier's or certified check for the full amount of the bill described in the Itemized Cost Summary for the relevant period, made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Program Accounting and Analysis Section
P.O. Box 70753
Chicago, Illinois 60673;

or (b) make payment by Electronic Funds Transfer ("EFT") to the EPA lockbox account in accordance with current electronic funds transfer procedures. Payment by EFT shall be made in accordance with instructions provided to the Non-Premium Respondents by U.S. EPA following issuance of the bill. Any payments received by the U.S. EPA after 4:00 P.M. (Central Time) will be credited on the next business day.

Non-Premium Respondents shall simultaneously send a copy of the check or notice that such payment has been made by EFT to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590, and to the Section Chief, Program Accounting and Analysis Section, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Third Site" and shall reference the payor's name and address, the EPA site identification number #HM, and the docket number of this Order.

In the event that any payment under this Subparagraph or Subparagraph D is not made within the deadlines described above, Non-Premium Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The interest shall begin to accrue on the date of the Non-Premium Respondent's receipt of the bill (or for past response costs, on the date on which payment is required under this Order). Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Non-Premium Respondents' failure to make timely payments under this Section.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Non-Premium Respondents shall pay the full amount of the uncontested costs into the Hazardous Substance Superfund as specified above on or before the due date. Within the same time period, Non-Premium Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Non-Premium Respondents shall simultaneously transmit a copy of both checks to the RPM. Non-Premium Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

VIII. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Non-Premium Respondents object to any U.S. EPA action taken pursuant to this Order, including billings for oversight costs, the Non-Premium Respondents shall notify U.S. EPA in writing of their objection(s) within 30 calendar days of such action, unless the objection(s) has (have) been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Non-Premium Respondents' position, and all supporting documentation on which the Non-Premium Respondents rely (hereinafter the "Statement of Position").

U.S. EPA and Non-Premium Respondents shall within 15 calendar days of U.S. EPA's receipt of the Non-Premium Respondents' Statement of Position, attempt to resolve the dispute through formal negotiations (Negotiation Period). The Negotiation Period may be extended at the sole discretion of U.S. EPA. U.S. EPA's decision regarding an extension of the Negotiation Period shall not constitute a U.S. EPA action subject to dispute resolution or a final Agency action giving rise to judicial review.

An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph.

Any agreement reached by the parties pursuant to this Section shall be in writing, signed by all parties, and shall upon the signature by the parties be incorporated into and become an enforceable element of this Order. If the parties are unable to reach an agreement within the Negotiation Period, U.S. EPA will issue a written decision on the dispute to the Respondents. The decision of U.S. EPA shall be incorporated into and become an enforceable element of this Order upon Non-Premium Respondents' receipt of the U.S. EPA decision regarding the dispute.

Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute as provided by this Section, Non-Premium Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, subject to any right which Non-Premium Respondents may have to seek judicial review under applicable law.

IX. FORCE MAJEURE

Non-Premium Respondents agree to perform all applicable requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure event. For purposes of this Order, a force majeure event is defined as any event arising from causes beyond the control of Non-Premium Respondents or of any entity controlled by Non-Premium Respondents, including but not limited to their contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite Non-Premium Respondents' best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

Non-Premium Respondents shall notify U.S. EPA orally within 24 hours after Non-Premium Respondents become aware of any event that Non-Premium Respondents contend constitute a force majeure, and in writing within 7 business days after Non-Premium Respondents become aware of any events which constitute a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Non-Premium Respondents shall take all reasonable measures to avoid and minimize the delays. Failure to comply with the notice provision of this Section shall be grounds for U.S. EPA to deny Non-Premium Respondents an extension of time for performance. Non-Premium Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

If U.S. EPA agrees that a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended by the period of such delay. An extension shall not alter Non-Premium Respondents' obligation to perform or complete other tasks required by this Order which are not directly affected by the force majeure.

X. STIPULATED AND STATUTORY PENALTIES

For each calendar day, or portion thereof, that Non-Premium Respondents fail to fully perform any applicable requirement of this Order in accordance with the schedule established pursuant to this Order, Non-Premium Respondents shall be liable as follows:

<u>Deliverable/Activity</u>	<u>Penalty For Days 1-7</u>	<u>Penalty For > 7 Days</u>
Failure to Submit a Draft Work Plan	\$1,000/Day	\$2,000/Day
Failure to Submit a Revised Work Plan	\$1,000/Day	\$2,000/Day
Late Submittal of Progress Reports or Other Miscellaneous Reports/Submittals	\$ 100/Day	\$500/Day
Failure to Meet any other Scheduled Deadline in this Order (including deadlines in the Approved Work Plan)	\$ 100/Day	\$500/Day

Upon receipt of written demand by U.S. EPA, Non-Premium Respondents shall make payment to U.S. EPA within 20 calendar days and interest shall accrue on late payments in accordance with Section VII of this Order (Reimbursement of Costs). U.S. EPA will attempt to notify the Non-Premium Respondents promptly when it determines that stipulated penalties are owed.

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether U.S. EPA has notified Non-Premium Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Non-Premium Respondents' obligations to complete the performance of the work required under this Order. Stipulated penalties shall accrue, but need not be paid during any dispute resolution period concerning the particular penalties at issue. Upon resolution by U.S. EPA, Non-Premium Respondents shall pay only such penalties and accrued interest as the resolution requires. In its unreviewable discretion, U.S. EPA may also waive its rights to demand all or a portion of the stipulated penalties due under this Section.

The stipulated penalties set forth above shall not be the sole or exclusive remedy for violations of this Order. Violation of any provision of this Order may subject Non-Premium Respondents to civil

penalties of up to twenty-seven thousand five hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. §9606(b)(1). Non-Premium Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. §9607(c)(3). Should Non-Premium Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. §9606.

XI. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Non-Premium Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law. Non-Premium Respondents waive no defenses and reserve all rights with respect to any such action by U.S. EPA.

Non-Premium Respondents reserve and do not waive all rights and defenses with respect to any allegation of violation of any provision of this Order, or any claim for penalties, punitive damages or other relief U.S. EPA may seek whether based on alleged violation of this Order, U.S. EPA's Reservations of Rights or otherwise, except only that Non-Premium Respondents will not in any proceeding to enforce this Order contest the basis or validity of this Order. Additionally, except as otherwise expressly provided in this Order, Non-Premium Respondents reserve all rights under CERCLA and any other applicable laws against any person not itself a party to this Order.

XII. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or

U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

Except as expressly provided in Section XIII (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. §9613(h).

XIII. COVENANT NOT TO SUE

a. Except as otherwise specifically provided in this Order, upon issuance of the U.S. EPA notice referred to in Section XVII (Notice of Completion), U.S. EPA covenants not to sue Respondents for judicial imposition of damages or civil penalties or to take administrative action against Respondents for any failure to perform actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Respondents' payment of the response costs specified in Section VII of this Order, U.S. EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of past response costs and oversight costs as defined in this Order. These covenants shall take effect upon the receipt by U.S. EPA of the payment(s) required by Section VII (Reimbursement of Costs).

These covenants are conditioned upon the complete and satisfactory

performance by Respondents of their obligations under this Order. These covenants extend only to the Respondents and do not extend to any other person.

Moreover, with respect only to the Premium Respondents, in consideration of the payments that will be made by the Premium Respondents under the terms of this Consent Order, and except as specifically provided, the United States covenants not to sue or to take any other civil or administrative action against any of the Premium Respondents pursuant to Sections 106 or 107 of CERCLA relating to the Site. These covenants shall take effect with respect to any Premium Respondent upon the occurrence of both: (1) payment to the De Minimis Escrow Account pursuant to paragraph VII.B and Attachment C, by that Premium Respondent (including any interest payments due under paragraph VII.B; and (2) the receipt of the funds held in the De Minimis Escrow Account into the Trust Fund established under paragraph VII.A.

b. **Reservation of Rights.** Notwithstanding any other provision of this Order, the United States reserves, and this Order is without prejudice to, all rights against each Premium Respondent with respect to:

- (i) failure by a Premium Respondent to make timely payments as required in paragraph VII.B of this Order, or
- (ii) criminal liability.

c. **Certification.** By signing this Order, each Premium Respondent certifies individually that, based on information currently available to it and to the best of its knowledge and belief: (1) it has made reasonable inquiries to gather all information which relates to its ownership, operation, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site, and has provided all such information to the United States; (2) it is aware of no facts indicating that its volumetric contribution of hazardous substances to the Site was higher than the amount attributed to it in Attachment C; and (3) it has fully complied with any and all U.S. EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

d. **Covenants Null and Void.** If it is ever shown that a Premium Respondent made a false certification under Paragraph XIII.c, above, the covenant not to sue in Section XIII of this Order shall be null and void as to that Premium Respondent, and the violator may be subject to proceedings under 42 U.S.C. Title 18.

Additionally, if it is ever shown that the volume contributed by any Premium Respondent exceeds 110,000 gallons, or that such party has contributed hazardous substances that have a disproportionately greater toxic or hazardous effect in comparison to other hazardous substances at the Site, such that the Premium Respondent no longer qualifies for a de minimis settlement, any such Premium Respondent, other than Federal Premium Respondents, shall be subject to all the requirements and obligations of Non-Premium Respondents set forth in this Order.

e. The United States acknowledges that Respondents who participated in the 1999 AOC received a covenant not to sue for damages for injury to, destruction of, or loss of natural resources related to the Site defined in this Consent Order. This Consent Order in no way detracts from or alters that covenant not to sue. Notwithstanding any other provision of this Order, the United States reserves, and this Order is without prejudice to, the right to institute proceedings against Respondents for liability for damages for injury to, destruction of, or loss of natural resources at the Site solely to the extent such liability is not within the scope of the covenant not to sue in the 1999 AOC.

XIV. COVENANTS BY RESPONDENTS

Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Order, for:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; or
- b. any claim against the United States pursuant to Sections 107 and 113 of CERCLA 42 U.S.C. §§9607 and 9613, relating to the Site.

Nothing in this Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611, or 40 CFR §300.700(d).

Except as specified below, Non-Premium Respondents covenant not to sue and agree not to assert any claims or causes of action against Premium Respondents with respect to the Site or this Order, including, but not limited to, any direct or indirect claim for reimbursement, contribution, or indemnification through Sections 107 or 113 of CERCLA, 42 U.S.C. §§9607 or 9613, or any other provision

of law, or any claims arising out of response activities at the Site. Premium Respondents covenant not to sue and agree not to assert any claims or causes of action against Non-Premium Respondents with respect to the Site or this Order, including, but not limited to, any direct or indirect claim for reimbursement, contribution, or indemnification through Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or any other provision of law, or any claims arising out of response activities at the Site. However, the Non-Premium Respondents reserve, and this Order is without prejudice to, any claims or actions arising from a claim or action relating to the Site brought against one or more Non-Premium Respondent by any person not a signatory to this Order, as well as any claims, actions or defenses against any parties who have failed to comply with their obligations under this Order, or the Trust Agreement entered into pursuant to this Order, or that have furnished a false certification or otherwise are not entitled to Premium Respondent treatment as provided in Section XIII.

XV. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondents for matters addressed in this Order, the Parties hereto agree that all of the Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§9613(f)(2) and 9622(h)(4). The matters addressed in this Order with respect to Respondents are: reimbursement of past response costs incurred by the Respondents and the United States in connection with the Site; performance of response actions at the Site; and reimbursement of the United States' costs in overseeing performance of response actions at the Site.

Moreover, with regard to claims for contribution against Premium Respondents for matters addressed in this Order, the Parties hereto agree that each of the Premium Respondents is further entitled to protection from contribution actions or claims as provided by Section 122(g)(5) of CERCLA, 42 U.S.C. §9622(g)(5) with respect to all response costs incurred and to be incurred, and all response actions taken and to be taken, at the Site.

Nothing in this Order precludes Parties from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery, and the contribution protection provided for hereunder to the parties hereto is not applicable to any Premium or Non-Premium Respondent that fails to make a payment required of it under this Order.

XVI. INDEMNIFICATION

Non-Premium Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of Non-Premium Respondents and Non-Premium Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between (any one or more of) Non-Premium Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. Nothing in this Order, however, requires indemnification by Non-Premium Respondents for any claim or cause of action of the United States based on negligent action taken solely and directly by U.S. EPA (not including oversight or approval of plans or activities of the Non-Premium Respondents).

XVII. MODIFICATIONS

Except as otherwise specified in Sections V.2. and V.2.1 (Work To Be Performed and Work Plan), if any party believes modifications to any plan or schedule are necessary during the course of this project, it shall conduct informal discussions regarding such modifications with the other parties. Any agreed-upon modifications to any plan or schedule shall be memorialized in writing within 7 business days; however, the effective date of the agreed modification shall be the date of the RPM's oral direction. Any other requirement of this Order may be modified in writing by mutual agreement of the parties. Any such modification to the Order shall be incorporated into and made an enforceable part of this Order.

If Non-Premium Respondents seek permission to deviate from any approved plan or schedule, Non-Premium Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Non-Premium Respondents shall relieve Non-Premium Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XVIII. NOTICE OF COMPLETION

When U.S. EPA determines, after U.S. EPA's review of the revised report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention, payment of costs), U.S. EPA will provide written notice to the Non-Premium Respondents.

XIX. SUBMITTALS/CORRESPONDENCE

Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Order, shall be deemed submitted either when hand-delivered or as of the date of receipt by certified mail/return receipt requested, facsimile, or express mail.

Submissions to Respondents, except for Federal Premium Respondents, shall be addressed to:

Norman W. Bernstein
N.W. Bernstein & Associates, LLC
767 Third Avenue
32nd Floor
New York, New York 10017
Fax: 212-813-9838

Roy O. Ball
Environ International
650 Dundee Road, Suite 150
Northbrook, Illinois 60062
Fax: 847-444-9420

Peter M. Racher
Plews, Shadley, Racher & Braun
1346 North Delaware Street
Indianapolis, Indiana 46202-2415
Fax: 317-637-0712

Submissions to Federal Premium Respondents shall be addressed to:

Andrew J. Doyle
U.S. Department of Justice
Environment & Natural Resources Division
Environmental Defense Section
P.O. Box 23986
Washington, D.C. 20026-3986

re: DJ# 90-11-6-05334

Submissions to U.S. EPA shall be addressed to:

Matthew J. Ohl
U.S. EPA - Region 5
77 West Jackson Boulevard, (SR-6J)
Chicago, Illinois 60604-3590
Fax: 312-886-4071

With copies to:

Thomas Krueger
Assistant Regional Counsel
U.S. EPA - Region 5
77 West Jackson Boulevard (C-14J)
Chicago, Illinois 60604-3590
Fax: 312-886-7160

And IDEM's project manager:

Michael Habeck
Indiana Department of Environmental Management
Superfund Section
100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015

XX. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XXI. PUBLIC COMMENT

This Order shall be subject to a public comment period of not less than 30 days in accordance with Section 122(i) of CERCLA, 42 U.S.C. §9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. §9622(i)(3), U.S. EPA may withdraw or withhold its consent to this Order if comments received disclose facts or considerations which indicate that this Order is inappropriate, improper, or inadequate.

XXII. ATTORNEY GENERAL APPROVAL

The Attorney General or her designee has approved the settlement embodied in this Order.

XXIII. EFFECTIVE DATE

This Order shall be effective ten days after receipt of notice by Respondents of the signature by the Director, Superfund Division, U.S. EPA Region 5 after the period for public comment as provided in Section XXI, unless after the period for public comment, the Director notifies the Respondents that the covenant and other provisions applicable to Premium Respondents are not effective. In that event, the effective date of this Order for Non-Premium Respondents shall be ten days after the receipt of such notice. The notices provided for herein shall be given in accordance with Section XIX (Submittals/Correspondence).

IN THE MATTER OF:

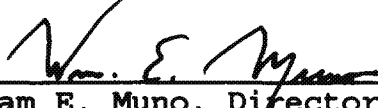
THIRD SITE
ZIONSVILLE, INDIANA

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its heirs, successors and assigns, to this document.

IT IS SO ORDERED AND AGREED

BY: _____


William E. Munro, Director
Superfund Division
United States
Environmental Protection Agency
Region 5

DATE: _____

11/21/02

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] _____

[Address] _____

BY: _____

[Name] _____

[Date] _____

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

_____ Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA
REGION 5 DOCKET NO. V-W-02-C-____

This Consent Order relating to the Zionsville Third Site
Superfund Site is approved and entered into on behalf of the
United States of America.

BY: _____

DATE: _____

ATTACHMENT A

Attachment A, which lists the settling Respondents, will be prepared after U.S. EPA receives signature pages.

ATTACHMENT A

NON - PREMIUM RESPONDENTS

Alcoa Inc.
Anderson Development Company *
ArvinMeritor, Inc., successor in interest to Arvin Industries, Inc.
Batesville Casket Company, Inc.
Beazer East, Inc.
Bemis Company, Inc.
Bridgestone/Firestone North America Tire, LLC
Chemical Marketing Corp.*
Detrex Corporation*
Exxon Mobil Corporation for Mobil Oil Corporation
Ford Motor Company
Freightliner LLC (formerly Freightliner Corp.)
General Electric Company
General Motors Corporation
HC Industries, Inc.*
Honeywell International Inc.
JCI Jones Chemicals, Inc.
Jeffboat LLC
Kimberly Clark Corporation
Liberty Solvents & Chemicals*
Lilly Ind. Coatings, Inc. n/k/a The Valspar Corporation and The Valspar Corporation*
Lucent Technologies (AT&T)
Maytag Corporation (Jenn-Air)*
McDonnell Douglas Corporation, a wholly-owned subsidiary of The Boeing Company*
Pratt & Lambert
Radio Materials Corporation*
RCA Corporation
S.C. Johnson & Son, Inc.
Stolle Corporation*
Tyco Healthcare Group LP, as successor in interest to the Kendall Company
Tyco International (US) Inc. (Ludlow Corporation)
Union Carbide Corporation
Waste Research & Reclamation Co., Inc.
Whirlpool Corporation*

* - indicates party eligible to participate as a Premium Respondent that elected to participate as a Non-Premium Respondent

PREMIUM RESPONDENTS

Ahlstrom Filtration, Inc.
Akzo Nobel Coatings Inc. (Wyandotte Paint Co.)
Alco Industries, Inc. (Synthane-Taylor)
Allen-Bradley Company, LLC
Allied Waste Transportation, Inc. d/b/a Vermillion Waste Systems
American National Can Company, now Rexam Beverage Can Company
American Recovery Company, Incorporated
A.O. Smith Corporation
Ashland Inc.
Belden Inc. (Cooper Industries)
BMC Industries, Inc. (for Buckbee Mears Co.)
BorgWarner Inc. on behalf of Warner Gear Division (Borg-Warner)
Brulin & Company, Inc.
Carlisle Tire & Wheel Company (formerly known as Carlisle Tire & Rubber Company (Indus Wheel))
Chemical Waste Management, Inc.
Child Craft Industries, inc. (Smith Cabinet)
Cintech Industrial Coatings, Inc. (for Cincinnati Varnish)
Cloudsley Company
Cohesant of MO, Inc. s/k/a King Adhesives, Inc. and its parent Cohesant Technologies Inc.
Commercial Sewer Cleaning Company, Inc.
Cummins Engine Co.
David L. Wade, Inc. (FKA Standard Paints Incorporated)
Davis-Frost, Inc. (formerly Frost Paint & Oil Co.)
Devro-Teepak, Inc.
Egyptian Lacquer Mfg. Co., Inc.
Electro-Spec, Inc.
Emhart Industries, Inc.
Ericsson Inc.
Farm Credit Services of Mid-America
Freudenberg-NOK
Gen Corp Inc (General Tire)
Georgia Pacific Corporation, successor in interest to James River II (Crown Zellerbach)
H.B. Fuller Company
Herff Jones, Inc.
Hill-Rom Company, Inc.
International Paper Company (successor in interest to Champion International Corporation)
International Paper Company (for Chase Packaging Corp.)
I.W.D. Waste, Inc.
Kurpees Coatings (Louisville Varnish)
KCL Corporation
Kewanee Industries Inc. for Bruning Paint Company and Chevron Environmental Management

Co.

Knauf Fiber Glass

Lennox International Inc. as related to Wickes Mfg. (Bohn Alum./Heat)

Marathon Oil Company (includes Rock Island Refining Corporation which merged with
Marathon Oil Company)

Marathon Pipe Line Company

Marcus Paint Company

Marisol, Inc.

McLaughlin Gormley King Company

Modine Manufacturing Company (successor in interest to Signet Systems (Easton))

Moormann Bros. Mfg.

Mueller Copper Tube Products, Inc. f/k/a Halstead Industries, Inc.

National Railroad Passenger Corporation

Onan Corporation

Philips Electronics North America Corporation

PPG Industries, Inc.

R.R. Donnelley & Sons Company

Red Spot Paint & Varnish Co., Inc.

Reliance Electric Company

RHI Holding, Inc. as successor to Rexnord Holdings, Inc.

Robbie Manufacturing, Inc.

Rockwell International

Seagate Technology LLC, as successor in interest to the operating assets of Seagate Technology,
Inc. and on behalf of Magnetic Peripherals, Inc & MPI Plastic

Sequa Corporation

The Sherwin-Williams Corporation

Superior Oil Company, Inc.

The Timken Company

TRW Inc.

Unisys Corporation

United States Gypsum (for itself and as successor for this matter only to Durabond)

United Technologies Corporation (Inmont Corporation and Essex Group)

United Technologies Corporation (United Technologies Automotive, Inc. - Alma Plastics)

Valhi, Inc./IMPEX

Viacom Inc., successor by merger to CBS Corporation, f/k/a Westinghouse Electric Corporation
Thermo King

Wabash Products

White Consolidated Industries, Inc.

Whittaker Corporation (Dayton Coatings) and all affiliates




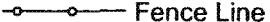

World Color Press (Salem Gravure) [n/k/a Quebecor World (USA), Inc.

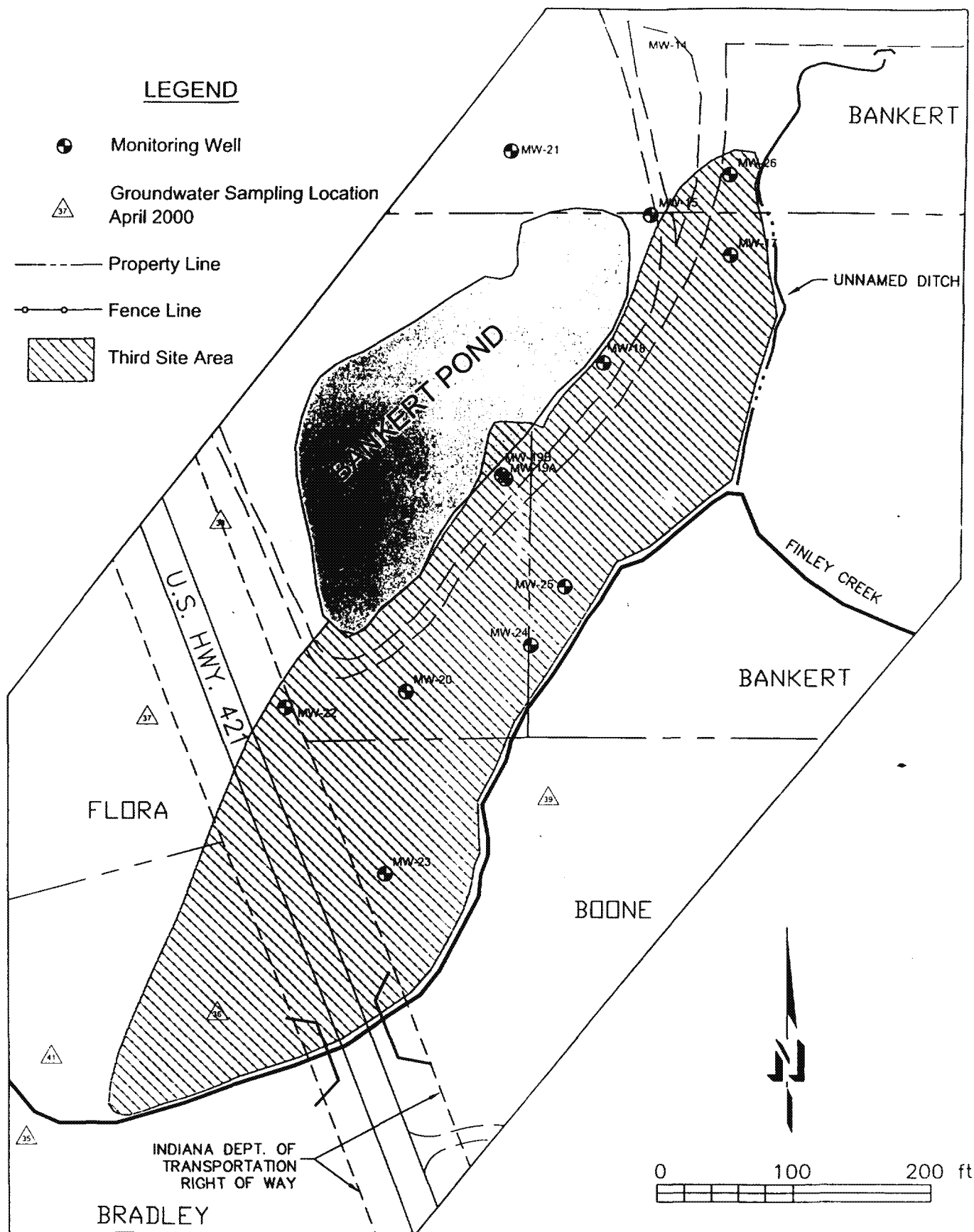
FEDERAL PREMIUM RESPONDENTS

Federal Bureau of Prisons

U.S. Department of the Navy

LEGEND

-  Monitoring Well
-  Groundwater Sampling Location April 2000
-  Property Line
-  Fence Line
-  Third Site Area



ENVIRON

740 Waukegan Road, Suite 401, Deerfield, IL 60015

THIRD SITE
ZIONSVILLE, INDIANA

Figure

B

Drafter: APR

Date: 10/31/01

Contract Number: 21-6/99F

Approved:

Revised:

ATTACHMENT C

NON-PREMIUM RESPONDENTS

Settlor	Percentage
Radio Materials Corporation*	.1009
Liberty Solvents & Chemicals*	.1518
Chemical Marketing Corp.*	.3069
HC Industries, Inc.*	.4934
Stolle Corporation*	.6255
Whirlpool Corporation*	.6846
McDonnell Douglas Corporation, a wholly-owned subsidiary of The Boeing Company*	.7013
Maytag Corporation (Jenn-Air)*	.7755
Anderson Development Company *	1.0376
Detrex Corporation*	1.0650
Lilly Ind. Coatings, Inc. n/k/a The Valspar Corporation and The Valspar Corporation*	1.7840
Batesville Casket Company, Inc.	2.2616
Kimberly Clark Corporation	2.2630
Waste Research & Reclamation Co., Inc.	2.3474
Lucent Technologies (AT&T)	2.4567
RCA Corporation	2.4775
Beazer East, Inc.	2.6638
Pratt & Lambert	2.7291
Bemis Company, Inc.	2.7601
Bridgestone/Firestone North America Tire, LLC	2.8907
Honeywell International Inc.	3.2673

Settlor	Percentage
Tyco Healthcare Group LP, as successor in interest to the Kendall Company	3.4466
Union Carbide Corporation	3.5478
Freightliner LLC (formerly Freightliner Corp.)	3.6251
Ford Motor Company	3.8207
Exxon Mobil Corporation for Mobil Oil Corporation	3.9758
JCI Jones Chemicals, Inc.	4.1309
S.C. Johnson & Son, Inc.	4.1767
Tyco International (US) Inc. (Ludlow Corporation)	4.6127
General Electric Company	5.2921
ArvinMeritor, Inc., successor in interest to Arvin Industries, Inc.	5.4012
Alcoa Inc.	5.7138
Jeffboat LLC	5.8922
General Motors Corporation	12.5203

PREMIUM RESPONDENTS

Settlor	Gallons	Base payment*	Less credit	TOTAL PAYMENT
Moormann Bros. Mfg.	330	\$ 3,000.00	\$ 250	\$ 2,750.00
McLaughlin Gormley King Company	1,045	\$ 3,000.00	--	\$ 3,000.00
Robbie Manufacturing, Inc.	1,440	\$ 3,000.00	\$ 250	\$ 2,750.00
Allied Waste Transportation, Inc. d/b/a Vermillion Waste Systems	1,816	\$ 3,000.00	--	\$ 3,000.00
Herff Jones, Inc.	2,165	\$ 3,000.00	—	\$ 3,000.00
The Sherwin-Williams Company	2,365	\$ 3,000.00	—	\$ 3,000.00
BMC Industries, Inc. (for Buckbee Mears Co.)	4,125	\$ 4,008.05	—	\$ 4,008.05
International Paper Company (successor in interest to Champion International Corporation) (Hoerner Waldorf)	5,335	\$ 5,183.74	—	\$ 5,183.74
International Paper Company (successor in interest to Champion International Corporation)(for Champ Pkg.)	7,095	\$ 6,893.84	\$ 452	\$ 6,441.84
Akzo Nobel Coatings Inc. (Wyandotte Paint Co.)	7,465	\$ 7,253.35	—	\$ 7,253.35
H.B. Fuller Company	7,590	\$ 7,374.81	—	\$ 7,374.81
Farm Credit Services of Mid-America	7,752	\$ 7,532.22	\$ 494	\$ 7,038.22
I.W.D. Waste, Inc.	10,000	\$ 9,716.48	—	\$ 9,716.48
KCL Corporation	10,175	\$ 9,886.52	\$ 648	\$ 9,238.52
Rockwell International	10,820	\$ 10,513.23	\$ 690	\$ 9,823.23
Electro-Spec, Inc.	15,565	\$ 15,123.70	\$ 991	\$ 14,132.70
Marisol, Inc.	20,625	\$ 20,040.24	\$1314	\$ 18,762.24
David L. Wade, Inc. (FKA Standard Paints Incorporated)	22,055	\$ 21,429.70	\$1405	\$ 20,024.70

Settlor	Gallons	Base payment*	Less credit	TOTAL PAYMENT
Philips Electronics North America Corporation	22,055	\$ 21,429.70	\$1405	\$ 20,024.70
Lennox International Inc. as related to Wickes Mfg. (Bohn Alum./Heat)	22,213	\$ 21,583.22	—	\$ 21,583.22
Commercial Sewer Cleaning Company, Inc.	22,550	\$ 21,910.66	—	\$ 21,910.66
Davis-Frost, Inc. (formerly Frost Paint & Oil Co.)	23,430	\$ 22,765.71	\$1492	\$ 21,273.71
RHI Holding, Inc. as successor to Rexnord Holdings, Inc.	23,540	\$ 22,872.60	\$1499	\$ 21,373.60
Unisys Corporation	24,915	\$ 24,208.61	—	\$ 24,208.61
Ashland Inc.	24,915	\$ 24,208.61	\$1587	\$ 22,621.61
Freudenberg-NOK	24,935	\$ 24,228.04	\$1588	\$ 22,640.04
Belden Inc. (Cooper Industries)	25,410	\$ 24,689.58	\$1618	\$ 23,071.58
Ericsson Inc.	25,735	\$ 25,005.36	\$1642	\$ 23,363.36
Reliance Electric Company	25,960	\$ 25,223.98	\$1656	\$ 23,567.98
American Recovery Company, Incorporated	26,242	\$ 25,497.99	\$1671	\$ 23,826.99
World Color Press (Salem Gravure) [n/k/a Quebecor World (USA), Inc.]	26,290	\$ 25,544.63	—	\$ 25,544.63
Cohesant of MO, Inc. s/k/a King Adhesives, Inc. and its parent Cohesant Technologies Inc.	26,400	\$ 25,651.51	—	\$ 25,651.51
Brulin & Company, Inc.	26,959	\$ 26,194.66	\$1717	\$ 24,477.66
Wabash Products	28,435	\$ 27,628.81	\$1811	\$ 25,817.81
PPG Industries, Inc.	28,940	\$ 28,119.49	\$1525	\$ 26,594.49
International Paper Company (for Chase Packaging Corp.)	29,205	\$ 28,376.98	\$1860	\$ 26,516.98
Marcus Paint Company	29,810	\$ 28,964.83	\$1899	\$ 27,065.83

Settlor	Gallons	Base payment*	Less credit	TOTAL PAYMENT
United Technologies Corporation (Inmont Corporation)	29,900	\$ 29,052.28	\$1904	\$ 27,148.28
Kewanee Industries Inc. for Bruning Paint Company and Chevron Environmental Management Co.	29,920	\$ 29,071.71	—	\$ 29,071.71
Alco Industries, Inc. (Synthane-Taylor)	30,030	\$ 29,178.59	\$1913	\$ 27,265.59
Valhi, Inc./IMPEX	37,025	\$ 35,975.27	\$1952	\$ 34,023.27
Seagate Technology LLC, as successor in interest to the operating assets of Seagate Technology, Inc. and on behalf of Magnetic Peripherals, Inc & MPI Plastic	32,120	\$ 31,209.34	—	\$ 31,209.34
The Timken Company	32,505	\$ 31,583.42	\$2070	\$ 29,513.42
Carlisle Tire & Wheel Company (formerly known as Carlisle Tire & Rubber Company (Indus Wheel))	32,835	\$ 31,904.06	—	\$ 31,904.06
White Consolidated Industries, Inc.	34,815	\$ 33,827.93	\$2217	\$ 31,610.93
Egyptian Lacquer Mfg. Co., Inc.	38,385	\$ 37,296.71	\$2445	\$ 34,851.71
Mueller Copper Tube Products, Inc. f/k/a Halstead Industries, Inc.	39,535	\$ 38,414.11	—	\$ 38,414.11
Cummins Engine Co.	41,360	\$ 40,187.36	—	\$ 40,187.36
Marathon Oil Company (Rock Island Refining Corporation which merged with Marathon Oil Company)	41,593	\$ 40,413.76	—	\$ 40,413.76
Child Craft Industries, inc. (Smith Cabinet)	41,695	\$ 40,512.87	\$2656	\$ 37,856.87
TRW Inc.	42,985	\$ 41,766.29	\$2738	\$ 39,028.29
Chemical Waste Management, Inc.	43,000	\$ 41,780.87	\$2739	\$ 39,041.87
Devro-Teepak, Inc.	44,885	\$ 43,612.42	\$2859	\$ 40,753.42
United Technologies Corporation (United Technologies Automotive, Inc. - Alma Plastics)	45,210	\$ 43,928.21	—	\$ 43,928.21
Red Spot Paint & Varnish Co., Inc.	46,261	\$ 44,949.41	\$2946	\$ 42,003.41

Settlor	Gallons	Base payment*	Less credit	TOTAL PAYMENT
A.O. Smith Corporation	47,025	\$ 45,691.75	\$2995	\$ 42,696.75
Modine Manufacturing Company (successor in interest to Signet Systems (Easton))	47,835	\$ 46,478.78	\$3047	\$ 43,431.78
Cloudsley Company	51,480	\$ 50,020.44	\$3279	\$ 46,741.44
Kurfees Coatings (Louisville Varnish)	51,775	\$ 50,307.08	\$3297	\$ 47,010.08
Borg Warner Inc. on behalf of Warner Gear Division (Borg-Warner)	54,290	\$ 52,750.77	—	\$ 52,750.77
Marathon Oil Company	58,521	\$ 56,861.82	\$3727	\$ 53,134.82
Whittaker Corporation (Dayton Coatings) and all affiliates	58,795	\$ 57,128.05	\$3745	\$ 53,383.05
International Paper Company (successor in interest to Champion International Corporation) (St. Regis)	59,655	\$ 57,963.66	\$3799	\$ 54,164.66
United States Gypsum (for itself and as successor for this matter only to Durabond)	60,170	\$ 58,464.06	\$3832	\$ 54,632.06
Georgia Pacific Corporation, successor in interest to James River II (Crown Zellerbach)	61,966	\$ 60,209.14	\$3947	\$ 56,262.14
National Railroad Passenger Corporation	64,365	\$ 62,540.13	\$4099	\$ 58,441.13
Superior Oil Company, Inc.	67,465	\$ 65,552.24	—	\$ 65,552.24
Cintech Industrial Coatings, Inc. (for Cincinnati Varnish)	67,925	\$ 65,999.19	\$4326	\$ 61,673.19
Gen Corp Inc (General Tire)	76,807	\$ 74,629.37	\$4892	\$ 69,737.37
Marathon Pipe Line Company	76,870	\$ 74,690.59	\$4896	\$ 69,794.59
Onan Corporation	77,990	\$ 75,778.83	\$4967	\$ 70,811.83
Hill-Rom Company, Inc.	78,430	\$ 76,206.36	\$4995	\$ 71,211.36

Settlor	Gallons	Base payment*	Less credit	TOTAL PAYMENT
Viacom Inc., successor by merger to CBS Corporation, f/k/a Westinghouse Electric Corporation Thermo King	81,695	\$ 79,378.79	\$5203	\$ 74,175.79
American National Can Company, now Rexam Beverage Can Company	82,950	\$ 80,598.21	\$5283	\$ 75,315.21
Sequa Corp.	85,970	\$ 83,532.58	\$5475	\$ 78,057.58
Knauf Fiber Glass	86,850	\$ 84,387.63	\$5531	\$ 78,856.63
United Technologies Corporation (Essex Group)	90,900	\$ 88,322.81	\$5798	\$ 82,524.81
R.R. Donnelley & Sons Company	92,395	\$ 89,775.42	\$5885	\$ 83,890.42
Allen-Bradley Company, LLC	96,635	\$ 93,895.21	\$6155	\$ 87,740.21
Ahlstrom Filtration, Inc.	100,375	\$ 97,529.17	\$6393	\$ 91,136.17
Emhart Industries, Inc.	105,040	\$102,061.91	\$6688	\$ 95,373.91

FEDERAL PREMIUM RESPONDENTS

Settlor	Gallons	Base payment*	supplemental payment due **	Less credit	TOTAL PAYMENT
Federal Bureau of Prisons	32,725	\$ 31,797.18	\$ 1,933.98	--	\$ 33,731.16
U.S. Department of the Navy	102,320	\$ 99,419.03	\$ 6,046.90	--	\$105,465.93

* - Calculated by multiplying number of gallons by \$.97165 (the volumetric share of the estimated remaining cleanup cost plus a 1.75 premium)

** - Plus 5% on this amount from July 14, 2000, until date of payment



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF

MEMORANDUM

DATE: MAY 11 2001

SUBJECT: **ENFORCEMENT ACTION MEMORANDUM** - Determination of Threat to Public Health and the Environment and Selection of Non-Time Critical Removal Action at the Zionsville Third Site, Zionsville, Boone County, Indiana (05HM)

FROM: Michael McAteer, Remedial Project Manager *in William*
Remedial Response Branch

TO: William E. Muno, Director
Superfund Division

I. PURPOSE

The purpose of this memorandum is to document the determination of an imminent and substantial threat to public health and the environment, and the non-time critical removal action to be performed at the Zionsville Third Site in Zionsville, Indiana.

The selected removal action addresses the threats posed by the presence of soil and groundwater contaminated with dense non-aqueous phase liquids (DNAPLs) and with other volatile organic compounds (VOCs) at the Site, which consists of approximately two (2) acres of land near Zionsville, Indiana.

U.S. EPA anticipates that potentially responsible parties (PRPs) will perform this removal action pursuant to an Administrative Order. These response actions would mitigate the human health threats by treating the DNAPL source area and the other areas of soil and groundwater contamination.

This site is immediately adjacent to, and is closely related to, the Enviro-Chem Superfund Site. The Enviro-Chem Site was placed on the National Priorities List (NPL) on September 8, 1983.

II. SITE CONDITIONS AND BACKGROUND

CERCLIS ID# IND 984259951

EXHIBIT D

A. PHYSICAL LOCATION

Third Site (Figure 1) is a vacant tract of land located on property owned by Patricia Bankert, Boone Properties, and the Jonathan Bankert estate. The property is located approximately 150 feet east of U.S. Route 421 and approximately 300 feet south of the Enviro-Chem Superfund Site in Boone County, Indiana.

B. SITE DESCRIPTION AND BACKGROUND

Third Site occupies approximately two (2) acres of land in a largely rural area with some mixed commercial development. The nearest residence to the Site is located approximately 220 feet to the north. Site-related contamination extends approximately 75 feet west of U.S. Route 421. The Enviro-Chem Superfund Site is located approximately 300 feet to the north. The Northside Sanitary Landfill (NSL) Superfund Site is located approximately 350 feet to the east and northeast. The land west of Highway 421 is pastureland for a commercial horse breeding facility. The Site is located along north of Finley Creek and includes a man-made recreational pond used by a nearby residence for fishing and swimming. Finley Creek flows west from the Site and flows into Eagle Creek approximately one-half mile from the Site. Eagle Creek flows south from its confluence with Finley Creek for approximately 10 miles before emptying into Eagle Creek Reservoir. This reservoir supplies approximately six percent of the drinking water for the City of Indianapolis.

In Indiana, the low-income percentage is 29% and the minority percentage is 10%. To meet the Environmental Justice concern criteria the area within 1 mile of the site must have a population that's twice the state low income percentage and/or twice the state minority percentage. That is, the area must be at least 58% low-income and/or 20% minority. At this Site, the low-income percentage is .75% and the minority percentage is 16.7% as determined by Arcview or Landview III analysis. Therefore, this site does not meet the region's Environmental Justice criteria based on demographics as identified in Region 5 Interim Guidelines for Identifying and Addressing a Potential Environmental Justice Case, June 1998.

Historical aerial photographs of the Site area dating from 1950 to 1986 indicate the area was used for tank and drum storage and truck parking in the mid-to-late 1970s. Testimony from former Enviro-Chem employees and waste haulers indicate that waste handling and disposal at Third Site was a direct result of operations at the Enviro-Chem Site. Wastes disposed of at Third Site appear to be the same waste types and from the same commercial facilities as the wastes disposed of at the Enviro-Chem Site. The pond was reportedly created sometime after 1986

by excavating materials from the storage and parking area to build a berm around the southwestern, southern and southeastern sides of the pond and to regrade the area between the pond and Finley Creek.

The Third Site property is owned primarily by the Bankert family and its corporate entities, which is also true for the Enviro-Chem Superfund Site. Third Site is currently zoned I-2 (Industrial/Floodplain) and is expected to remain so. Access to Third Site is currently unrestricted.

In 1987 and 1992, a consultant for a group of the PRPs for the Enviro-Chem Superfund Site collected soil, groundwater, seepage soil and seepage water samples from the Third Site and confirmed volatile organic and semi-volatile organic contamination of soil in this area. In 1988, a consultant to U.S. EPA collected additional soil, groundwater and surface water samples from the Site and surrounding property. Soil sample results revealed elevated levels of VOCs such as tetrachloroethene (548,000 ug/kg), 1,1,1-trichloroethane (913,000 ug/kg), trichloroethene (3,310,000 ug/kg). Surface water sample results also revealed elevated levels of VOCs in the water adjacent to and immediately downstream of the Site. Total VOC levels in excess of 50 ug/l were detected in Finley Creek water samples adjacent to and immediately downstream of the area of known soil contamination. Samples collected from surface seeps discharging from the Site into Finley Creek revealed elevated levels of VOCs such as cis-1,2-dichloroethene (120,000 ug/l) and 1,1,1-trichloroethane (23,000 ug/l). Groundwater, which discharges from the Site into Finley Creek is also contaminated with elevated concentrations of VOCs and SVOCs such as 1,2-dichloroethene (35,000 ug/l), 1,1-dichloroethene (21,000 ug/l) and trichloroethene (11,000 ug/l).

Due to the potential for the soil contamination at or near the surface to migrate through wind dispersal and runoff or erosion into Finley Creek, a time-critical removal action was performed in June and July 1996 to realign a 40-foot oxbow section of Finley Creek away from the pond embankment.

In 1999 and 2000, a consultant for the PRPs collected samples of sediment, surface water, soil, and groundwater as part of the Engineering Evaluation/Cost Analysis (EE/CA) investigation. Sediment and surface water samples were collected from the pond, Finley Creek, and Unnamed Ditch bottoms. On October 24, 2000, U.S. EPA approved the final EE/CA Report summarizing current and historical data, evaluating risks, and assessing alternatives for removal actions to address unacceptable risks at the Site.

The EE/CA investigation results confirmed the presence of VOC contamination of surface water, sediment, soil and groundwater in the Third Site area and west of Highway 421.

The EE/CA investigation also confirmed the presence of a concentrated area of DNAPL contamination in soil and groundwater in the area of the berm south of the man-made pond. Contamination in the DNAPL area exceeds Maximum Contaminant Level (MCL) standards for drinking water and IDEM non-default soil standards necessary to avoid unacceptable impacts on groundwater. The DNAPL area extends over an estimated 4,500 square feet and to an estimated depth of up to 41 feet. In addition, groundwater contamination is present at levels above MCLs in two other areas outside the DNAPL area. One area of groundwater contamination extends downgradient from the DNAPL area. The other area is south of the NSL access road, upgradient from the DNAPL area, in an area where truck parking and container storage took place.

The EE/CA report concluded that levels of contamination in groundwater and the DNAPL area pose a threat to human health. Risk from ingestion of and dermal contact with contaminated groundwater exceed 10×10^{-4} excess lifetime cancer risk to human health and exceed the noncarcinogenic hazard quotient of one. In addition, the levels of VOC contamination in soil along the southern edge of the Bankert Pond (see attached figure) pose a risk of 1.9×10^{-5} excess lifetime cancer risk to human health from dermal contact and ingestion. This soil contamination, along with the DNAPL area, also acts as a continuous source of contamination to the surrounding groundwater.

VOCs identified as the contaminants of concern based on their occurrence in soil (measured in ug/kg) and/or groundwater (measured in ug/l), and their maximum concentrations are as follows: tetrachloroethene (330,000 ug/kg, 36 ug/l); trichloroethene (350,000 ug/kg, 870 ug/l); cis-1,2-dichloroethene (130,000 ug/kg, 29,000 ug/l); vinyl chloride (4,800 ug/kg, 860 ug/l); trans-1,2-dichloroethene (930 ug/kg, 100 ug/l); 1,1,1-trichloroethane (49,000 ug/kg, 5,800 ug/l); 1,1,2-trichloroethane (ND, 12 ug/l); 1,1-dichloroethane (23,000 ug/kg, 780 ug/l); and 1,1-dichloroethene (100 ug/kg, 160 ug/l). Vinyl chloride was found in groundwater west of Highway 421 (390 ug/l).

A streamlined risk assessment, performed as part of the EE/CA, determined that the contamination at the Site did not pose an unacceptable ecological risk, and that the low levels of contamination found in the sediment and surface water samples did not pose a significant risk to human health.

C. OTHER ACTIONS TO DATE

As noted above, a group of the largest PRPs at the Site performed a relocation of Finley Creek in June and July, 1996. This work was performed under a Unilateral Administrative Order issued by U.S. EPA on March 22, 1996. U.S. EPA also issued a notice letter to all known PRPs on April 2, 1996.

The PRPs performed the EE/CA under an Administrative Order on Consent issued by U.S. EPA on June 6, 1999. After the EE/CA report was completed, on October 24, 2000, U.S. EPA issued a notice identifying its preferred non-time critical removal action for the Site and soliciting public comment on that proposed action.

The State of Indiana requested that the U.S. EPA take the lead role in addressing the risks posed by the Site. The State has consulted with U.S. EPA and has reviewed and commented on the submissions required under the U.S. EPA orders.

III. THREAT TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES

Conditions at Third Site present an imminent and substantial threat to human health, welfare, and the environment and meet the criteria for a removal action as stated in the National Contingency Plan (NCP), Section 300.415, Paragraph (b) (2), specifically:

b. actual or potential contamination of drinking water supplies or sensitive ecosystems; this factor is present at the Site due to the existence of groundwater that is contaminated with elevated concentrations of VOCs such as tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, vinyl chloride, trans-1,2-dichloroethene, 1,1,1-trichloroethane, 1,1,2-trichloroethane, and 1,1-dichloroethene above Indiana residential default groundwater protection criteria. Residential drinking water supply wells in the immediate vicinity of the site have not been effected by this groundwater but the potential exists for future impacts.

Further, contaminated groundwater is discharging into adjacent Finley Creek. Finley Creek is one of the tributaries which feeds into Eagle Creek Reservoir, which supplies approximately six percent of the drinking water for the City of Indianapolis. The potential for VOC contamination of the drinking supply by this source is low given the volatility of the contaminants and lengthy travel distance between the Site and the reservoir.

c. the unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Order at the Site because the State of Indiana currently does not have the available funds to respond to this non time-critical situation.

IV. ENDANGERMENT DETERMINATION

The actual or threatened release of hazardous substances from the Site as described in Sections II & III, if not addressed by implementing the response actions selected in this Action Memorandum, may present an imminent and substantial endangerment to the public health, or welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

V. PROPOSED ACTION AND ESTIMATED COSTS

The results of the supplemental investigation performed as part of the EE/CA are described in Section II above. The EE/CA Report identified a number of different options for addressing contamination at the Site.

After evaluating the EE/CA Report, on November 13, 2000, U.S. EPA issued a notice identifying its proposed cleanup measures for the Site and requesting public comment on the proposal. The public comments received and the Agency's responses are summarized in the attached responsiveness summary.

As a result of this process, U.S. EPA has selected a removal action for the Site. This action involves the treatment of the DNAPL area and of contamination in the soil and groundwater in other areas of the Site. The following work must be completed to alleviate the potential and actual threats to human health and the environment posed by the hazardous substances present at the Site:

- a. Treat and contain the DNAPL area (approximately 4,500 square feet) by using a sealed sheet pile wall and then pumping out the interior to remove the bulk of the mobile DNAPL. The containment component of this action will minimize further leaching of contaminants into area groundwater by diverting groundwater flow around the contained area. Dewatering of the portion of Bankert Pond within the containment area will be required and the sheetpile joints will be sealed. The water removed from the DNAPL area will be treated by means sufficient to meet Indiana discharge requirements. The existing treatment systems at the adjacent Enviro-Chem Superfund site may be used for this purpose. Following the localized pump and treat within the containment wall, chemical oxidation will be initiated by injecting oxidizing agent(s) into the area to break down any remaining DNAPL. Also, a RCRA-

compliant cover will be installed to prevent further infiltration of rainwater and a gate containing a reactive media to treat groundwater from within the DNAPL area will be installed. The combination of these activities provides a more effective removal action than any of the activities would provide on their own. Design and construction of the DNAPL treatment and containment system is expected to take approximately 6 to 10 months. U.S. EPA currently estimates that the pump and treat system within the contained area would require approximately 2 to 6 months of operation in order to reach the cleanup goals. Further details regarding the planned approach for removing the DNAPL area can be found in Section 5.0 of the EE/CA.

- b. Use Soil Vapor Extraction (SVE) to remove contaminants from the area of soil contamination (approximately .5 acres) in excess of the IDEM site-specific soil criteria for protection of residential groundwater. Soil sampling will be conducted prior to construction to determine the full extent of soils exceeding the criteria. The air and any water removed from the SVE system will be treated by means sufficient to meet Indiana emission and discharge requirements. The existing treatment systems at the adjacent Enviro-Chem Superfund site may be used for this purpose. It is estimated that the SVE system can be constructed in 6 to 10 months and will operate for approximately 6 to 12 months.
- c. Install wells with pumps to remove sufficient groundwater to decrease contamination from the two groundwater plumes by a minimum of 90%. It is estimated that this level of reduction can be obtained over approximately 6 weeks of pumping at a rate of 15 gallons per minute. The removed groundwater will be treated in a system sufficient to meet Indiana requirements for direct discharge to Finley Creek. The existing treatment systems at the adjacent Enviro-Chem Superfund site may be used for this purpose.

The remaining contamination in groundwater would be addressed through monitored natural attenuation. In addition to continued sampling of existing wells, one or more new monitoring wells would be installed at the leading edge of Plume 1, midway between MW-18 and MW-25 (refer to as MW-27) to assure that Indiana default residential groundwater standards are met and maintained. It is estimated this process may take 10 years.

- d. Place deed restrictions and other appropriate institutional controls on the involved properties (onsite and offsite) to prevent the use of groundwater in these areas and to preserve the integrity of the DNAPL-area cover.
- e. Routinely sample the surface water and groundwater to ensure the removal of contaminants to action levels (see Section VI below). Surface water and groundwater samples will be collected quarterly during the operation and following cessation of the groundwater collection system until action levels are achieved. Sampling frequency may be reduced following cessation of collection system operation as appropriate based on trends determined from the quarterly monitoring events. Groundwater sampling will include the new well installed near the downgradient end of the plume (South of Finley Creek and West of Highway 421).
- f. Establish appropriate Quality Assurance and Quality Control programs to assure the accuracy and reliability of sampling data used to further define the contaminated areas and to assess progress and compliance with cleanup standards.

U.S. EPA estimates that this removal action will cost in the range of approximately \$3.1 to \$6.6 million and take approximately 6 to 10 months to construct. In addition, to the construction of the removal the PRPs have agreed to operate and monitor to ensure cleanup levels are met and maintained. Because the cost estimates used in the EE/CA Report excluded several contingencies (such as certain costs of access, institutional controls and groundwater treatment), it is likely that actual costs will be near the high end of that estimated cost range. These technologies are readily available, administratively feasible, and have performed effectively at other sites.

The response actions described in this Memorandum directly address actual or threatened releases of hazardous substances, pollutants, or contaminants at the facilities in the affected area that may pose an imminent and substantial endangerment to public health and the environment. These response actions do not impose a burden on affected property disproportionate to the extent to which that property contributes to the conditions being addressed.

All applicable or relevant and appropriate requirements (ARARs), including those specifically identified in the EE/CA Report, will be complied with to the extent practicable. Several of these ARARs are described specifically in Section VI below. The removal actions will also include planning for the provision of

post-removal site control, consistent with the provisions of Section 300.415 of the NCP. This is the final phase of work expected to be completed to specifically address the DNAPL area, and the other contaminated soils and groundwater at Third Site.

The other removal alternatives considered for the Site are described in detail in the EE/CA Report. They included:

- 1) for the DNAPL area - institutional controls; containment; chemical oxidation; localized pump and treat; excavation and low temperature thermal desorption; and chemical oxidation facilitated by containment, dewatering and capping.
- 2) for the contaminated soils: excavation and off-site disposal; and soil vapor extraction.
- 3) for groundwater plume 1: monitored natural attenuation; treatment wall; focused pump and treat; and long-term pump and treat.
- 4) for groundwater plume 2: monitored natural attenuation; phytoremediation; focused pump and treat; and long-term pump and treat.

The selected non-time critical removal action represents the best combination of effectiveness, implementability and cost to address the DNAPL area, contaminated soils, and contaminated groundwater at the Site. The EE/CA Report provides a more detailed comparison of the alternatives that supports the selection of this removal action.

VI. ACTION LEVEL STANDARDS AND ARARS

This section presents the action levels to be used for determining compliance with the cleanup objectives for DNAPL, soil, groundwater, and surface water at Third Site. The action levels are summarized in Table 1.

- a. **DNAPL Area, following containment and chemical oxidation:** Within the containment wall, achieve a minimum 90% reduction in total VOC groundwater concentration from current levels in monitoring wells MW-19A and MW-19B. In a monitoring well immediately outside the containment wall gate, meet 230 ug/l total VOCs (10% of the current MW-22 total VOC concentration of 2,328 ug/l).
- b. **Vadose Zone Soil, following SVE:** Achieve IDEM residential groundwater protection non-default site-specific soil criteria based on the Summers model.

- c. **Groundwater, following focused pump and treat:** Achieve residential default criteria or 90% reduction in total VOCs at each target area monitoring well (MW-17, MW-20, MW-22, MW-24, MW-25, MW-26 and MW-27). Examples: MW-22 VOCs reduced from 2,328 ug/l to 233 ug/l and MW-25 VOCs reduced from 454 ug/l to 45 ug/l.
- d. **Groundwater, following natural attenuation:** Achieve Indiana residential default criteria for the VOC contaminants of concern identified in the EE/CA Report in all areas of the plumes outside the DNAPL area. Groundwater monitoring will continue until criteria are met.
- e. **Surface Water:** Achieve action levels that are based on the lower of human health and ecological criteria.

All handling of contaminated soil on-site will comply with the requirements of RCRA, including regulations applicable to generators and transporters of hazardous wastes under 40 CFR Parts 241, 261, 262, 263 and 268 and 329 Indiana Administrative Code § 3.1 Rules 6, 7 and 10; regulations applicable to solid and special waste under 329 IAC §§ 10 and 11; and facility management standards under 40 CFR Part 264 and 329 IAC § 3.1 Rule 10. The Risk Integrated System of Closure (RISC) guidance describes the application of RCRA closure standards in the State of Indiana under 329 IAC § 3.1 Rule 10.

All emissions of volatile and fugitive emissions generated on-site during the removal action will comply with the substantive requirements of the Clean Air Act, including hazardous air pollutant standards and fugitive dust emission standards under 326 IAC and air quality standards under 40 CFR Part 50.

Any on-site discharges of treated groundwater will comply with the substantive requirements of the Clean Water Act, including water quality standards under 327 IAC §§ 2-1-7 and 2-1-1.5 and stormwater management requirements under 327 IAC 15-5.

Groundwater outside of the DNAPL area will comply with MCLs established under the Safe Drinking Water Act and with Indiana default residential criteria under the RISC. Soils outside the DNAPL area will comply with Indiana non-default residential criteria under the RISC.

TABLE 1
Action Levels for Soil, Groundwater, and Surface Water for Third Site Non-Time Critical Removal Action
Third Site, Zionsville, Indiana

Contaminants of Concern	Soil Action Levels ^a -	Groundwater Action Levels ^b -	Surface Water Action Levels ^c (ug/l)
	Post SVE (ug/kg)	Post Natural Attenuation (ug/l)	
<i>1,1-dichloroethane</i>	23,249	990	-
<i>1,1-dichloroethene</i>	287	7	3.2
<i>cis-1,2-dichloroethene</i>	1,740	70	-
<i>trans-1,2-dichloroethene^d</i>	3,285	100	1,350
<i>tetrachloroethene</i>	386	5	8.85
<i>1,1,1-trichloroethane^d</i>	11,636	200	528
<i>1,1,2-trichloroethane</i>	-	5	42
<i>trichloroethene</i>	402	5	81
<i>vinyl chloride^e</i>	43	2	20

a. IDEM non-default site-specific soil criteria for protection of residential groundwater (based on Summers model)

b. IDEM default residential groundwater criteria

c. National Recommended Water Quality Criteria; Notice. Federal Register, Monday December 7, 1998.

d. For surface water value, EPA Region 4 Ecological Risk Assessment Bulletins--Supplement to RAGS, August 11, 1999

e. For surface water value, Indiana - Point of Water Intake

VII. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN

Delay or inaction may result in increased likelihood of a release of VOC contaminants of concern into Finley Creek or into private water supply wells as the groundwater plume expands. Finley Creek discharges into Eagle Creek that flows into a reservoir used as a potable water source for the City of Indianapolis.

Construction of this removal action is expected to take approximately 6 to 10 months to complete and 3 years to operate. It is also expected to take 10 years to conclude monitored natural attenuation.

VIII. OUTSTANDING POLICY ISSUES

There are no outstanding policy issues associated with this Site.

IX. ENFORCEMENT

The PRPs at this Site are identified, and U.S. EPA expects that they can and will perform the selected response actions properly and promptly.

X. RECOMMENDATION

This decision document represents the selected removal action for the Third Site located in Zionsville, Boone County, Indiana, developed in accordance with CERCLA, as amended, and is not inconsistent with the NCP. This decision is based upon the Administrative Record for this Site. Conditions at the Site meet the NCP Section 300.415 (b) (2) criteria for a removal action. You may indicate your decision by signing below.

APPROVE: _____

W. E. Henne
Director
Superfund Division

DATE: 5/11/01

DISAPPROVE: _____

Director
Superfund Division

DATE: _____

Attachments: A. Site Figure
 B. Administrative Record

cc: E. Watkins, U.S. EPA HQ, 5202G
 D. Henne, U.S. Department of Interior
 Myron Waters, Indiana Dept. of Environmental Management
 100 North Senate Avenue
 P.O. Box 6015
 Indianapolis, IN 46206-6015

bcc: A. Baumann, HST-6J
R. Karl, HSE-5J
L. Fabinski, ATSDR, ATSD-4J
W. Messenger, SE-5J
S. Pastor, P-19J
EERB Read File (C. Beck), SE-5J
EERB Delivery Order File, SE-5J
EERB Site File (A. Matlak, SF Central File Room), HM-7J
R. Dumelle, MCC10-J
M. McAteer, SR-6J
T. Krueger, C-14J

Responsiveness Summary

During the 30 day public comment period, which ran from November 13 to December 13, 2000, U.S. EPA sought input from the public on the proposed plan for the non-time critical removal action at Third Site. U.S. EPA received one comment, in written form, from the Third Site Trust Fund Trustees dated December 13, 2000. U.S. EPA also received three e-mail questions from local residents regarding groundwater quality.

Comment: The written comment from the Third Site Trustees related to the removal cost estimate cited by U.S. EPA in the proposed plan. The commentors noted that this estimate may likely be an underestimate of actual costs. The reasons cited for the possible underestimation included the fact that there is no estimate at the present time for deed restrictions, access agreements, cooperative agreements for waste water treatment, possible additional investigations of groundwater contamination source areas, winterization of water lines, and possible extended monitoring periods for natural attenuation of groundwater. For these reasons, the commentors believe that the projected cost for the removal action will likely be closer to \$6 million.

U.S. EPA Response: Based upon the Engineering Evaluation/Cost Analysis (EE/CA), U.S. EPA estimated the total removal cost to be approximately \$4.5 million. This estimate was arrived at by adding the estimated costs for each subtask for the proposed removal action (i.e., cost for soil vapor extraction plus cost for groundwater pump and treat, etc.). The EE/CA also estimated the cost of the removal action at \$4.4 million, however, as with all cost estimations under Superfund, a range is used (50% increase or 30% decrease). The range, listed as a footnote in the EE/CA, is therefore \$3.1 million to \$6.6 million. U.S. EPA agrees with the commentors that the cost estimate of \$4.5 million may be an underestimation based upon the factors cited by the commentors. There is a high likelihood that the actual cost for implementation of this removal action will be at the higher end of the range.

Questions/Comments from Local Residents: Three separate e-mail messages were received by U.S. EPA during the public comment period. All three messages asked U.S. EPA for clarification on the extent of groundwater contamination in the vicinity of the Third Site. The concern represented in each comment related directly to possible contamination of private drinking water wells and whether or not U.S. EPA intended to sample private residential wells or install an alternate drinking water supply.

U.S. EPA Response: U.S. EPA also responded via e-mail to each of the three commentors. U.S. EPA clarified that the area of

groundwater contamination emanating from Third Site does not extend more than a few hundred feet west of U.S. Highway 421 and therefore has not affected any residential wells. The nearest downgradient residential wells are located approximately 300 feet south of Finley Creek and approximately 1,500 feet southwest of Third Site. U.S. EPA further clarified that residential wells nearest to the Site were sampled during the pre-EE/CA investigation phase and none showed any organic or inorganic contamination. As a result, there is no need to include further residential well sampling or an alternate water supply as components of the proposed removal action at Third Site. U.S. EPA also noted that the proposed remedy included the construction of a focused pump and treat system that would control further migration of the groundwater plume and thereby eliminate any potential risk of nearby residential well contamination.

**U.S. ENVIRONMENTAL PROTECTION AGENCY
REMOVAL ACTION**

**ADMINISTRATIVE RECORD
FOR
THIRD SITE
ZIONSVILLE, INDIANA**

**ORIGINAL
MARCH 19, 1996**

<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
1	06/00/87	U.S. EPA		Eleven Aerial Photographs of the Northside Sanitary Landfill and Enviro-Chem Sites from 1950, 1955, 1962, 1972, 1978, 1980, 1982, 1983 and 1987	11
2	07/27/87	Environmental Resources Management-North Central, Inc.	U.S. EPA	Soil Boring Investigation in the Vicinity of Finley Creek	8
3	10/13/88	Maxwell, E., U. S. EPA	Addressees	Letter re: U.S. EPA's Conclusions Concerning Contamination at the Third Site	2
4	11/09/88	CH2M Hill	U.S. EPA	Technical Memorandum No. 2: Geotechnical, Hydro-geological and Supplemental Predesign Investigation for the Northside Sanitary Landfill/Environmental Conservation and Chemical Corporation Site	336
5	12/11/89	Environmental Resources Management-North Central, Inc.	U.S. EPA	Environmental Review for the Third Site	31
6	04/00/90	Environmental Resources Management-North Central, Inc.	U.S. EPA	Depth Determination of Fishing Pond for the Third Site	25

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<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGE</u>
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7	03/12/96	ERM- EnviroClean- North Central, Inc.	U.S. EPA	Creek Realignment Project for the Third Site	33
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UPDATE #1
MAY, 1996

1	03/22/96	Muno, W. U.S. EPA	Respondents	Unilateral Administrative Order w/Cover Letter	23
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2	04/02/96	Karl, R., U.S. EPA	Respondents	Letter re: General Notice of Potential Liability	4
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UPDATE #2
SEPTEMBER, 1996

1	09/16/96	McAteer, M. U.S. EPA	Muno, W., U.S. EPA	Action Memorandum: Determination of Threat to Public Health and the Environment at the Third Site, Zionsville, IN	11
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ADDENDUM
JUNE 16, 1998

1	04/30/98	Muno, W. and G. Ginsberg; U.S. EPA	Ullrich, D., U.S. EPA	Memorandum re: Administra- tive Order Compliance Status and Closure	21
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UPDATE #3
OCTOBER 15, 1999

<u>NO.</u>	<u>DATE</u>	<u>AUTHOR</u>	<u>RECIPIENT</u>	<u>TITLE/DESCRIPTION</u>	<u>PAGES</u>
1	9/00/99	ENVIRON International Corporation	U.S. EPA	Engineering Evaluation/ Cost Analysis Field Investigation Sampling Plan (Revision 1) for the Third Site	425

UPDATE #4
FEBRUARY 18, 2000

1	1/00/00	ENVIRON International Corporation	U.S. EPA	Field Investigation Data Report for Third Site, Zionsville, Indiana	19
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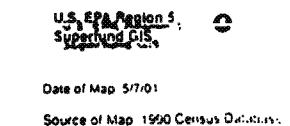
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UPDATE #5
MAY 11, 2001

1	10/10/00	ENVIRON International Corporation	U.S. EPA	Engineering Evaluation/ Cost Analysis (Revision 2) for the Third Site	481
2	10/24/00	McAteer, M., U.S. EPA	Ball, R., ENVIRON International Corporation	Letter re: U.S. EPA's Approval of the October 10, 2000 EE/CA for the Third Site	1
3	04/06/01	McAteer, M., U.S. EPA	File	Memorandum re: Method- ology for Determining Action Levels at Third Site	3
4	05/11/01	McAteer, M., U.S. EPA	Muno, W., U.S. EPA	Action Memorandum: Determination of Threat to Public Health and the Environment and Selection of Non-Time Critical Removal Action at the Zionsville Third Site (PORTIONS OF THIS DOCU- MENT HAVE BEEN REDACTED)	19

Third Site Union Township, IN



NON-PREMIUM RESPONDENTS

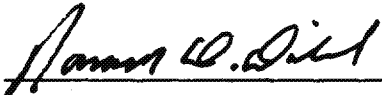
IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Alcoa Inc.
[Address] 201 Isabella Street
Pittsburgh, PA 15212-5858

BY: 

[Name] Ronald D. Dickel
[Date] March 21, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

_____ Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Anderson Development Company

[Address] 1415 East Michigan Street
Adrian, MI 49221-3499

BY:

Larry L Hardy
[Name] Larry L. Hardy - Vice President

[Date] April 3, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

XXX

Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
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35

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

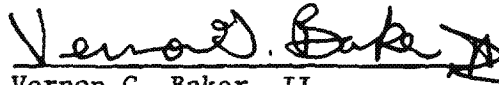
THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

ArvinMeritor, Inc.

[Name] Successor in interest to Arvin Industries, Inc.[Address] 2135 West Maple RoadTroy, MI 48084

BY:



Vernon G. Baker, II

[Name] Senior Vice President and General Counsel[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent

[Name]

Lucent Technologies
(AT&T)

[Address]

PLEASE DIRECT ALL INQUIRIES TO: RALPH McMURRY, ESQ.
HILLS, BETTS & NASH, LLP
SUITE 327
ONE RIVERFRONT PLAZA
NEWARK, NJ 07102-5401

BY:

[Name]

Richard H. Bennett
Vice President, Environment
Health & Safety

[Date]

April 2, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.


For Respondent:

[Name] Batesville Casket Company, Inc.

[Address] One Batesville Blvd.

Batesville, IN 47006

BY:



[Name] Kenneth A. Camp

[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name]

Beazer East, Inc.

[Address]

One Oxford Center - Suite 3000

PITTSBURGH, PA 15219

BY:

Edward O'Connell

[Name]

Edward O'Connell

[Date]

4/3/02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name]

Bemis Company, Inc.

[Address]

202 South 9th St., Ste 2300

Minneapolis, MN 55402

BY:

Carmen M. Ferguson

[Name]

Carmen M. Ferguson

[Date]

March 21, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Bridgestone/Firestone North American Tire, LLC

[Address] 50 Century Blvd
Nashville, TN 37214

BY: Timothy F. Bent

[Name] Timothy F. Bent

[Date] Apr. 23, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name]

Chemical Marketing Corp.

[Address]

945 Flanders Cr NE
Atlanta, GA 30349

BY

Thomas A. Perasso

[Name]

Thomas A. Perasso

[Date]

April 29, 2012

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
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payable to the Third Site Trust Fund Premium Respondent
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enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Detrex Corporation
[Address] 24901 Northwestern Hwy. Ste. 500
Southfield, MI 48075

BY: Robert M. Currie
[Name] Robert M. Currie
Vice President, General Counsel & Sec.
[Date] 4-16-02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Ford Motor Company

[Address] 3 Parklane Blvd., Ste. 1500
Dearborn, Mi. 48126

BY:

[Name]


Thomas DeZure
Assistant Secretary

[Date]

3-20-02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] FREIGHTLINER LLC
(~~FORMERLY FREIGHTLINER CORP.~~)

[Address] 4747 NORTH CHANNEL AVE.

P.O. BOX 3849

PORTLAND, OR 97208-3849

BY: X *Roger M. Nielsen*

[Name] ROGER NIELSEN, COO

[Date] March 25, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
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payable to the Third Site Trust Fund Premium Respondent
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] General Electric Company

[Address] Appliance Park AP2-225

Louisville, KY 40225

BY:



[Name] H. Carl Horneman

[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] GENERAL MOTORS CORPORATION
H.C. 482-C24-025
 [Address] 300 RENAISSANCE CENTER
DETROIT, MI 48243

BY: Michelle T. Fisher

[Name] MICHELLE T. FISHER, ATTY.
 [Date] 3.15.02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
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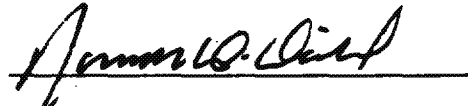
For Respondent:

[Name] HC Industries, Inc.

[Address] 201 Isabella Street

Pittsburgh, PA 15212-5858

BY:



[Name] Ronald D. Dickel

[Date] March 21, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Honeywell International Inc.

[Address] 101 Columbia Road
Morristown, NJ 07962

BY: Robert J. Ford

[Name] Robert J. Ford, Director Remediation & Evaluation Services

[Date] April 10, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
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enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Jeffcoat LLC

[Address] 1701 East Market St

Jeffersonville, Indiana 47130

BY: 

[Name] ROBERT G. DUNN

General Counsel & Secretary

[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

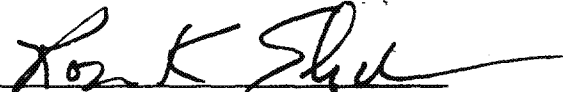
THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent: Maytag Corporation (Jenn-Air)

[Name] Roger K. Scholten

[Address] 403 W. 4th Street N.

Newton, Iowa 50208

BY: 

[Name] Roger K. Scholten

[Date] April 9, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

 I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

✓

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] JCI Jones Chemicals, Inc.

[Address] 100 Sunny Sol Blvd.
Caledonia, NY 14423

BY: Timothy J. Gaffney

[Name] Timothy J. Gaffney

[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] TYCO HEALTHCARE GROUP LP

[Address] AS SUCCESSION IN INTEREST TO THE KENDALL COMPANY

15 HAMPSHIRE STREET

MANCHESTER, MA 02441

BY:

[Signature] (u)

[Name] JOHN H. MATHEWS

[Date] 4/2/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Kimberly-Clark Corporation
[Address] 1400 Holcomb Bridge Rd.
Roswell GA 30076

BY: Kenneth A. Strasser

[Name] Kenneth A. Strasser

[Date] April 2, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

Kimberly-Clark Corporation is not eligible.

____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name]

LIBERTY SOLVENTS & CHEMICALS

[Address]

9429 RAVENNA RD
TWINSBURG, OHIO 44087

BY:

RE Pasquali

[Name]

RAYMOND E PASQUALI

[Date]

3/12/02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Lilly Ind. Coatings, Inc. n/k/a The Valspar Corporation and
The Valspar Corporation

[Address] 1101 South Third St.
Minneapolis, MN 55415

BY 

[Name] Ronda P. Bayer, Associate General Counsel

[Date] 3/15/02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

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X
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] M. Brian Moroze
[Address] Tyco International (US) Inc.
One Tyco Park, Exeter, NH 03833

BY: 

[Name] M. Brian Moroze [Secretary - Ludlow Corporation]
[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

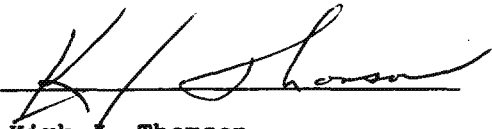
THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] McDonnell Douglas Corporation, a wholly-owned subsidiary of
The Boeing Company

[Address] P O Box 3707, M/C 7A-XE
Seattle, WA. 98124-2207

BY:

[Name] 
Kirk P. Thomson

[Date] April 9, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

 I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Exxon Mobil Corporation for Mobil Oil Corporation

[Address] 601 Jefferson St
Houston, TX 77002

BY: Z. H. M.

[Name] Zane K. Baker

[Date] APRIL 3, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Pratt & Lambert

[Address] 101 Prospect Avenue, N.W.

Cleveland, OH 44115

BY: 

[Name] Louis E. Stellato

[Date] April 15, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] RADIO MATERIALS CORPORATION

[Address] P.O. Box 339

Attica, IN 47918

BY: Joseph F. Riley, Jr.

[Name] Joseph F. Riley, Jr.

[Date] March 25, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

 I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

XX Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] RCA Corporation

[Address] Appliance Park AP2-225

Louisville, KY 40225

BY:



[Name] H. Carl Horneman

[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

_____ Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] S.C. JOHNSON & SON, INC.

[Address] 1525 Howe Street

Racine, WI 53403-2236

BY:

David Hecker

[Name] David Hecker, Senior Vice President

[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

_____ Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

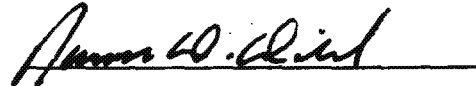
For Respondent:

[Name] Stolle Corporation

[Address] 201 Isabella Street

Pittsburgh, PA 15212-5858

BY:



[Name] Ronald D. Dickel

[Date] March 21, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

____ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

XX

Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Union Carbide Corporation

[Address] 39 Old Ridgebury Road

Danbury, Connecticut 06817

BY: 

[Name] John R. Dearborn

[Date] March 22, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

_____ Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

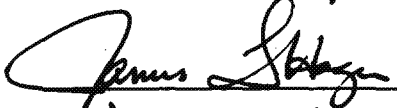
THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] WASTE RESEARCH & RECLAMATION Co., Inc

[Address] 5200 ST Rd 93

EAU CLAIRE, WI 54701

BY: 

[Name] JAMES L. HAGER

[Date] 4/3/02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

_____ I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

_____ Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Whirlpool Corporation
[Address] 2000 M-63
Benton Harbor, MI 49022

BY: Pamala L. Phillipi

[Name] Pamala L. Phillipi
[Date] 3/20/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

 I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

 X Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

PREMIUM RESPONDENTS

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] ALHSTRAM FILTRATION INC
[Address] 5600 BRAINERD RD, Suite 100
CHATTANOOGA TN 37411

BY: Thomas R Bastian

[Name] Thomas R Bastian
[Date] 4/1/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

✓

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Alco Industries, Inc. (Synthane-Taylor)

[Address] P.O. Box 937
Valley Forge, PA 19482-0937

BY: Bette J. Walters VP
[Name] Bette J. Walters, Vice President

[Date] April 8, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

☐

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Allen-Bradley Company, LLC
[Address] 777 East Wisconsin, Suite 1400
Milwaukee, WI 53202

BY: Gary Ballesteros
[Name] Gary Ballesteros, Asst General Counsel
[Date] March 20, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] American National Can Company,
now Rexam Beverage Can Company

[Address] 4201 Congress Street, Suite 340

Charlotte, NC 28209

BY: Frank C. Brown

[Name] Frank C. Brown

[Date] March 14, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

 Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] American Recovery Company, Incorporated

[Address] c/o The Union Corporation

390 South Woods Mill Road, Suite 350
Chesterfield, MO 63017

BY:

Eric R. Fencl

[Name] ERIC R. FENCL, Secretary & Treasurer

[Date] 3/22/02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

☐

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] A. O. Smith Corporation
11270 West Park Place
[Address] Post Office Box 245009
Milwaukee, WI 53224-9509

BY: W. David Romoser

[Name] W. David Romoser
Vice President, General Counsel and Secretary
[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
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Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Ashland Inc.

[Address] P. O. Box 2219

Columbus, OH 43216

BY:

Thomas F Davis *TFD*

[Name] Thomas F. Davis

[Date] March 12, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] BRULIN & COMPANY, INC.
[Address] 2920 DR ANDREW J. BROWN
INDIANAPOLIS, IN 46205

BY: Kim S. Essenburg, CFO
[Name] KIM S. ESSENBURG, CFO
[Date] 4/18/02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
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Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] BMC Industries, Inc. (for Buckbee Mears Co.)

[Address] One Meridian Crossings, Suite 850

Minneapolis, MN 55423

BY: 

[Name] Jon A. Dobson

[Date] 4/1/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
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enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] CARLISLE TIRE & WHEEL COMPANY (FORMERLY KNOWN AS CARLISLE
[Address] 250 S. CLINTON STREET TIRE & RUBBER COMPANY (INDUS WARE
SYRACUSE, NEW YORK 13202

BY:

[Name] Michael Robinson
MICHAEL ROBERSON ASSISTANT SECRETARY

[Date] 9/10/2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:



I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
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Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

(for Champion International - St. Regis, Hoerner
For Respondent: Waldorf and Champion Packaging)

[Name]

International Paper Company (Successor in interest to
Champion International Corporation)

[Address]

6400 Poplar Avenue
Memphis, TN 38197

BY:

A. J. Ginski

[Name]

Steven J. Ginski, Senior Counsel, Environment, Health, Safety,
and Logistics

[Date]

4/1/02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] International Paper Company (for Chase Packaging Corp.)

[Address] 6400 Poplar Avenue
Memphis, TN 38197

BY: A J Ginski

[Name] Steven J. Ginski, Senior Counsel - Environment, Health
Safety & Logistics

[Date] 4/11/02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

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Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Chemical Waste Management, Inc.

[Address] 720 Butterfield Road
Lombard, IL 60148

BY:

Dee Brncich

[Name] Dee Brncich, Vice President, Closed Site Management Group

[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
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Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] KEWANEE INDUSTRIES, INC. for BRUNING PAINT COMPANY
CHEVRON ENVIRONMENTAL MANAGEMENT CO.

[Address] CHEVRON ENVIRONMENTAL MANAGEMENT CO.

6001 Bollinger Canyon Road
San Ramon, CA 94503

BY:

Michael D. Coats

[Name]

Michael D. Coats

[Date]

April 1, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

☐

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] CENTECH INDUSTRIAL COATINGS, INC.
[Address] 2217 LANGDON FARM RD. (for Cincinnati Varnish)
CINTI, OH 45237

BY: T. PATRICK FAY
[Name] T. Patrick Fay
[Date] 3-21-02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

☐

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] CLOUDSLEY COMPANY

[Address] C/O PRINTPACK INC.
4335 WENDELL DR. S.W.
ATLANTA, GA 30336

BY: Douglas Cook

[Name] Douglas Cook, Director of Environmental Affairs

[Date] 3/25/02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

✓ DOA
3/23/02 ✓

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Commercial Sewer Cleaning Company, Inc.
5838 South Harding Street
[Address] Indianapolis, IN 46217

BY: Dennis Young
[Name] Dennis Young
[Date] April 16 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X
Dy

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

____ Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Belden Inc. (Cooper Industries)

[Address] 7701 Forsyth Blvd, Suite 800

St. Louis, MO 63105

BY: Kevin Bloomfield

[Name]

Kevin Bloomfield

[Date]

3/11/62

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] CUMMINS ENGINE CO.

[Address] 500 JACKSON ST. (MC-60701)
COLUMBUS, IN 47203

BY:

[Name]

[Date]

John A. Rubino III
JOHN A. RUBINO III, SENIOR COUNSEL
MARCH 26, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

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Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

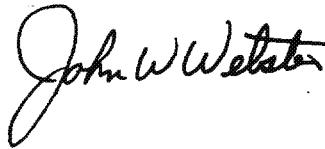
THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Devro-Teepak, Inc.
[Address] 915 N. Michigan Avenue
Danville, IL 61832

BY:

[Name] John W. Webster
[Date] 20 September 2001



All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent and the payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith.

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] ~~Egyptian Lacquer Mfg. Co., Inc.~~

[Address] 113 Fort Granger Drive
Franklin, TN 37064

BY: *Louis A. Ruckgaber*

[Name] Louis A. Ruckgaber

[Date] March 13, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

~~xxx~~ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

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Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] ELECTRO-SPEC, INC.
[Address] 699 Earlywood Dr.
FRANKLIN, IN 46131

BY:

[Name] JEFFREY D. SMITH
[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒ I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

☐ Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Emhart Industries, Inc.

[Address] 701 East Joppa Road

Towson, MD 21286

BY: Linda H. Biagioni

[Name] Linda H. Biagioni

[Date] April 3, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

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Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Ericsson Inc.

[Address] 6300 Legacy Drive
Plano, TX 75024

BY:

[Name]

John Moore

[Date]

4/3/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Farm Credit Services of Mid-America
1601 UPS Drive
[Address] P.O. Box 34390
Louisville, KY 40223

BY: 

[Name] Christopher S. Roberge, Counsel
[Date] 04/02/02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Freundenberg - NOK
[Address] 47690 East Anchor Court
Plymouth, Michigan 48170

BY: Kenneth E. Anderson

[Name] Kenneth E. Anderson, CFO
[Date] 3/26/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Davis-Frost, Inc. (formerly Frost Paint & Oil Co.)

[Address] 1209 Tyler St. NE
Minneapolis, MN 55413

BY: 

[Name] Calvin C. Henning

[Date] 3-29-02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Gen Corp Inc (General Tire)
[Address] PO Box 537012
SACRAMENTO CA 9583-7012
BY: Chris W Conley VP EN+S
[Name] Chris W Conley
[Date] April 28, 2001

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

—

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:


ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] H. B. FULLER COMPANY

[Address] 1200 WILLOW LAKE BLVD.
ST. PAUL, MN 55110-5100

BY: 

[Name] JOEL D HEDBERG, SR. LEGAL COUNSEL

[Date] 4/2/02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Mueller Copper Tube Products, Inc. f/k/a Halstead Industries, Inc.

[Address] 8285 Tournament Drive, Suite 150
Memphis, TN 38125

BY:

James E. Browne

[Name] James E. Browne, Asst. Secretary

[Date] 4/15/02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

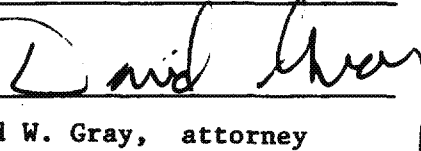
For Respondent:

[Name] Herff Jones, Inc.

[Address] 4501 W. 62nd St.

Indianapolis, IN 46268

BY:



[Name] David W. Gray, attorney

[Date] 4/03/02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Hill-Rom Company, Inc.

[Address] 1069 State Route 46 East

Batesville, IN 47006

BY: 

[Name] SCOTT SILVER

[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

✓

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] I.W.D. Waste, Inc.

[Address] 720 Butterfield Road

Lombard, IL 60148

BY: Dee Brncich

[Name] Dee Brncich, Vice President, Closed Site Management Group

[Date] April 1, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒ I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

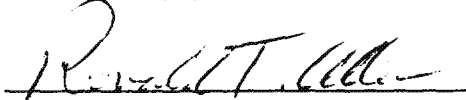
For Respondent:

[Name] Georgia-Pacific Corporation, Successor in interest to James River II
(Crown Zellerbach)

[Address] 133 Peachtree Street, NE

Atlanta, GA 30303

BY:



[Name] Ronald T. Allen

[Date] April 3, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
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enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Kurfees Coatings (Louisville Varnish)

[Address] 8600 West Bryn Mawr Avenue
Chicago, IL 60431-3505

BY: TruServ Corporation

[Name] Diase Namer

[Date] 4-18-02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] KCL Corporation

[Address] 701 Hodell St.

Shelbyville, IN. 46176

BY: Robert C. Stolmeier

[Name] Robert C. Stolmeier

[Date] March 7, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Cohesant of MO, INC S/K/A King Adhesives, INC and its PARENT
[Address] 5845 West 82nd street Cohesant Technologies INC.
Suite 102 INDIANAPOLIS, IN 46278

BY: Cohesant of MO, INC S/K/A King Adhesives, INC and its PARENT
[Name] REX R Cohesant Technologies INC.
[Date] 4-4-02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.


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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Knaut Fiber Glass
[Address] 1 Knaut Drive
Shelbyville, IN 46176
BY: 
[Name] Robert H. Claxton
[Date] 3/20/02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Seagate Technology LLC, as successor to the operating assets of Seagate Technology, Inc.
and on behalf of Magnetic Peripherals, Inc. & MPI Plastic

[Address] 920 Disc Drive
Scotts Valley, CA 95066

BY: Kay M Breeden
[Name] Kay M Breeden
[Date] April 9, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒ I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Marathon Oil Company¹

[Address] 539 South Main Street

Findlay, Ohio

BY: 

[Name] D. J. Causey

[Date] 3/19/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
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Premium Respondent. A signature page to the Third Site
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enclosed herewith.

¹ Note: Includes Rock Island Refining Corporation which merged with
Marathon Oil Company.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.


For Respondent:

[Name] Marathon Pipe Line Company

[Address] 539 South Main Street

Findlay, Ohio

BY:



[Name] D. J. Causey

[Date] 3/19/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

 X I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Marcus Paint Company

[Address] 235 East Market Street

Louisville, KY 40202-1278

BY:

Merritt E. Marcus

[Name] Merritt E. Marcus

[Date] March 29, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] MARISOL, INC

[Address] 213 W. UNION AVENUE

BOUND BROOK, NJ 08805

BY:

[Name]

[Date]

Warren W. Faure
WARREN W. FAURE, GENERAL COUNSEL
4/3/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
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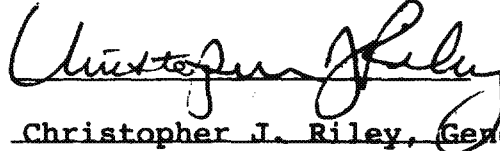
For Respondent:

[Name] McLaughlin Gormley King Company

[Address] 8810 Tenth Avenue North

Minneapolis, MN 55427

BY:



[Name] Christopher J. Riley, General Counsel & Secretary

[Date] April 12, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name]

Pharmacia Bros. MFG.

[Address]

P.O. Box 125

RUSHVILLE, IN 46173-0125

BY:

Robert C. Galwes, Jr.

[Name]

ROBERT C. GALWES, JR. - Pres.

[Date]

MARCH 27, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] National Railroad
Passenger Corporation

[Address] 60 Massachusetts Avenue N.E.
Washington, D.C. 20002

BY: Lisa A. Douglas

[Name] for E. S. Bagley, Jr.

[Date] 3/19/02
E. S. Bagley, Jr., Executive Vice President-Operations

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Philips Electronics North America Corporation

[Address] 1251 Ave. of the Americas

New York, New York 10020

BY: 

[Name] BELINDA W. CHEW

SENIOR VICE PRESIDENT

[Date] 4/15/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

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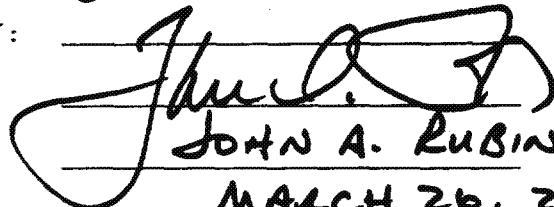
For Respondent:

[Name] ONAN CORPORATION
[Address] C/O CUMMINS INC. (MC 60701)
500 JACKSON ST.
COLUMBUS IN 47203

BY: _____

[Name] _____

[Date] _____


JOHN A. RUBINO III, SENIOR COUNSEL
MARCH 26, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

☒

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] PPG Industries Inc
[Address] One PPG Place
Pittsburgh, PA 15275

BY: Michael A. Ludlow
[Name] Michael A. Ludlow
[Date] April 12, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] R.R. Donnelley & Sons Company

[Address] 77 West Wacker Drive
Chicago, IL 60601

BY: Monica M. Fohrman

[Name] Monica M. Fohrman

[Date] _____

All Respondents eligible to participate as de minimis settlers must select one of the following options:

☒

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

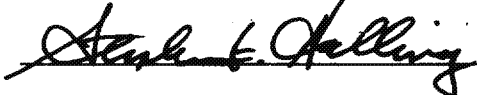
THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Red Spot Paint & Varnish Co., Inc.

[Address] 1107 East Louisiana Street; P. O. Box 418
Evansville, Indiana 47703-0418

BY:



[Name] Stephen Halling, Corporate Controller
AND CHIEF FINANCIAL OFFICER

[Date] April 23, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

XX I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

____ Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
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Trust Fund Amendment provided for in this Order is
enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Reliance Electric Company
[Address] 777 East Wisconsin, Suite 1400
Milwaukee, WI 53202

BY: Gary Ballesteros
[Name] Gary Ballesteros, Asst General Counsel
[Date] March 20, 2002

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] RHI Holding, Inc. as successor to Rexnord Holdings, Inc.

[Address] 45025 Aviation Dr., #400
Dulles, VA 20166

BY: Donald E. Miller

[Name] Donald E. Miller, Vice President and Secretary

[Date] 4/12/02

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] ROGEE MANUFACTURING, INC.

[Address] 10810 MIDAMERICA AVE.
CENEXA, ILS. 66219

BY: Jerry Hotten

[Name] JERRY HOTTEN, CONTROLLER

[Date] 4/12/02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Rockwell International
[Address] 777 East Wisconsin, Suite 1400
Milwaukee, WI 53202

BY:

Gary Ballesteros
[Name] GARY BALLESTEROS, Ass't. General Counsel
[Date] March 20, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] SEQUA CORPORATION
[Address] 3 UNIVERSITY PLAZA
HACKENSACK, NJ 07601

BY: 

[Name] L. P. PASCULLI
[Date] MARCH 14, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X 

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] The Sherwin-Williams Company

[Address] 101 Prospect Avenue, N.W.

Cleveland, OH 44115

BY: 

[Name] Louis E. Stellato

[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

✓

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
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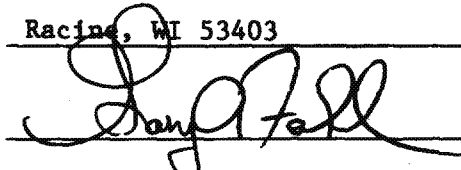
For Respondent:

[Name] Modine Manufacturing Company (successor in interest to Signet Systems
(Eaton)).

[Address] 1500 DeKoven Avenue

Racine, WI 53403

BY:



[Name] Gary A. Fahm
[Date] Environmental, Health & Safety Officer
March 28, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] CHILD CRAFT INDUSTRIES, INC (SMITH CABINET)

[Address] BOX 444
SALEM, IN 47767

BY: W.S. SUVAK

[Name] W.S. SUVAK

[Date] 4/1/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] David L. Wade, Inc. (FKA Standard Paints Incorporated)

[Address] 6545 35th Lane

Vero Beach, FL 32966

BY: David L. Wade, President

[Name] David L. Wade

[Date] 3-31-02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Superior Oil Company, Inc.

[Address] 400 West Regent Street

Indianapolis, IN 46225

BY:



[Name] Steven K. Wakefield

[Date] April 3, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

XX

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] TRW Inc.

[Address] 1900 Richmond Road

Cleveland, OH 44124

BY: David B. Goldston

[Name] David B. Goldston, Assistant Secretary

[Date] March 27, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] The Timken Company

[Address] 1835 Dueber Avenue, S.W.
Canton, Ohio 44706-0928

BY:

[Signature] - Corporate Secretary
and Asst. General Counsel

[Name] Scott A. Scherff

[Date] 3/12/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
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35

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] United States Gypsum Company (for itself and as successor
for this matter only to
[Address] 125 S. Franklin
Chicago, IL 60606
Durabond)

BY: 

[Name] Vincent P. Flood
Senior Corp. Csl.
[Date] April 30, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Greg Fischer VP Facilities

[Address] Unisys Way
Blue Bell PA 19424

BY: Mary Fischer

[Name] Unisys Corporation

[Date] March 23, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] United Technologies Corporation
(Inmont Corporation and Essex Group)

[Address] One Financial Plaza, M/S 524

Hartford, CT 06103

BY:

W.F. Leikin

[Name] William F. Leikin

[Date] April 2, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] United Technologies Corporation
(United Technologies Automotive, Inc.-Alma Plastics)

[Address] One Financial Plaza, M/S 524
Hartford, CT 06103

BY: W.F. Leikin

[Name] William F. Leikin

[Date] April 2, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Valhi, Inc./IMPEX

[Address] 5430 LBJ Frwy., Ste. 1700

Dallas TX 75240

BY:

[Name] J. Mark Hollingsworth

[Date] 3/25/02

All Respondents eligible to participate as de minimis settlors must
select one of the following options:



I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Allied Waste Transportation, Inc. d/b/a Vermillion Waste Services
[Address] 15880 N. Greenway-Hayden Loop
Scottsdale, AZ 85260

BY:

[Name]

[Date]

J. White
To Lynn White
4-3-02

All Respondents eligible to participate as de minimis settlers must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] WABASH PRODUCTS

[Address] 1600 HULMAN ST.

TERRE HAUTE, IN. 4780

BY:

[Name] JOHN VAN ETTEN

[Date] 03/27/2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

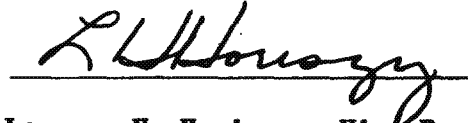
For Respondent:

[Name] BorgWarner Inc. on behalf of Warner Gear Division (Borg-Warner)

[Address] 200 S. Michigan Avenue

Chicago, IL 60604

BY:



[Name] Laurene H. Horiszny, Vice President and General Counsel

[Date] March 27, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

X

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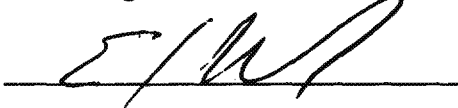
ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] VIACOM INC., successor by merger
to ~~CBS CORPORATION, f/k/a WESTINGHOUSE~~
ELECTRIC CORPORATION
[Address] ~~11 Stanwix Street~~

~~Pittsburgh, PA 15222~~

OK BY: 

[Name] ~~Eric J. Sobczak~~

[Date] ~~April 1, 2002~~

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Thermo King

[Address] 200 Chestnut Ridge Road

Woodcliff Lake, NJ 07677

BY:

[Name] Patricia Nachtigal

[Date] March 26, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

X

I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:


ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Whittaker Corporation (Dayton Coatings), and All Affiliates

[Address] 1955 N. Surveyor Avenue
Simi Valley, California 93063

BY: 

[Name] Eric G. Lardiere

[Date] April 29, 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X I wish to participate as a De Minimis Premium Respondent.
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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Lennox International Inc. as related to "Wicks Mfg." (Bohn Alum. Heat)

[Address] 2140 Lake Park Boulevard
Richardson, TX 75080

BY: Mark A. Yohman

[Name] Mark A. Yohman

[Date] March 29, 2002

All Respondents eligible to participate as de minimis settlors must
select one of the following options:

☒

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IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] White Consolidated Industries, Inc.

[Address] 18013 Cleveland Parkway, P.O. Box 35920
Cleveland, Ohio 44135-0920

BY: Douglas E. Mix

[Name]

D. E. Mix

[Date]

3-13-02

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

X

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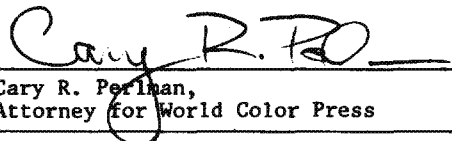
ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order, relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] World Color Press (Salem Gravure)
[n/k/a Quebecor World (USA), Inc.]
[Address] The Mill
340 Pemberwick Road
Greenwich, CT 06831

BY:


[Name] Cary R. Perlman,
Attorney for World Color Press
[Date] March 3, 2002

All Respondents eligible to participate as de minimis settlors must select one of the following options:

XX I wish to participate as a De Minimis Premium Respondent. The payment required as a De Minimis Premium Respondent, payable to the Third Site Trust Fund Premium Respondent Escrow Account, is enclosed herewith and I consent to the Amendment to the Third Site Trust Fund Agreement.

 Although I am eligible to participate as a De Minimis Premium Respondent, I wish to participate as a Non-Premium Respondent. A signature page to the Third Site Trust Fund Amendment provided for in this Order is enclosed herewith.

IN THE MATTER OF:

ZIONSVILLE THIRD SITE
ZIONSVILLE, INDIANA

THE UNDERSIGNED RESPONDENT enters into this Consent Order,
relating to the Zionsville Third Site Superfund Site.

For Respondent:

[Name] Akzo Nobel Coatings Inc (Wyandotte Paint Co.)

[Address] 2031 Nelson Miller Parkway
Louisville, KY 40223

BY:

[Name] Douglas W. Butler

[Date] 9 April 2002

All Respondents eligible to participate as de minimis settlers must
select one of the following options:

XXX

I wish to participate as a De Minimis Premium Respondent.
The payment required as a De Minimis Premium Respondent,
payable to the Third Site Trust Fund Premium Respondent
Escrow Account, is enclosed herewith and I consent to the
Amendment to the Third Site Trust Fund Agreement.

Although I am eligible to participate as a De Minimis
Premium Respondent, I wish to participate as a Non-
Premium Respondent. A signature page to the Third Site
Trust Fund Amendment provided for in this Order is
enclosed herewith.